



भारत का राजपत्र

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सं. 52] नई दिल्ली, दिसम्बर 24—दिसम्बर 30, 2006, शनिवार/पौष 3—पौष 9, 1928
No. 52] NEW DELHI, DECEMBER 24—DECEMBER 30, 2006, SATURDAY/PAUSA 3—PAUSA 9, 1928

इस भाग में विन्योग पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप—खण्ड (II)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए संविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 18 दिसंबर, 2006

का.आ. 4975.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री मंदर महेश गोस्वामी, अधिवक्ता को मुख्य उच्च न्यायालय में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय द्वारा या उसके विरुद्ध सभी दांडिक मामलों का, जिनके अंतर्गत दांडिक रिट याचिकाएं, दांडिक अपीलें, दांडिक पुनरीक्षण, दांडिक निर्देश और दांडिक आवेदन भी हैं, संचालन करने के प्रयोजन के लिए इस शर्त के अधीन रहते हुए कि श्री मंदर महेश गोस्वामी, लोक अभियोजक के रूप में अपनी नियुक्ति की अवधि के दौरान भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय के विरुद्ध ऊपर निर्देशित किसी दांडिक मामले में मुंबई उच्च न्यायालय में उपसंजात नहीं होंगे, तत्काल प्रभाव से तीन वर्ष की अवधि के लिए या

अगले आदेश तक, इनमें से जो भी पूर्वतर हो, लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 23(2)/2006-न्यायिक]

आर. एम. शर्मा, अपर सचिव

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 18th December, 2006

S.O. 4975.—In exercise of the powers conferred by sub-section (1) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Mandar Mahesh Goswami, Advocate as Public Prosecutor with immediate effect for the purpose of conducting all criminal cases including Criminal Writ Petitions, Criminal Appeals, Criminal Revisions, Criminal References and Criminal applications by or against the Union of India or any Department or Office of the Central Government, in the High Court of Judicature at Mumbai,

for a period of three years or until further orders, whichever is earlier, subject to the condition that Shri Mandar Mahesh Goswami, shall not appear against the Union of India or any Department or Office of the Central Government in any criminal case referred to above in the High Court of Judicature at Mumbai during the period of his appointment as Public Prosecutor.

[F. No. 23(2)/2006-Judl.]

R. M. SHARMA, Addl. Secy.

वित्त मंत्रालय
(आर्थिक कार्य विभाग)

नई दिल्ली, 20 दिसम्बर, 2006

का.आ. 4976.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध)

स्कीम, 1970/1980 के खण्ड (3) के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपकरणों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 3 (ज) और उपधारा (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री राम चन्द्र खूटिया, निवासी-320, वी.पी. हाऊस, रफी मार्ग, नई दिल्ली, को अधिसूचना की तारीख से, तीन वर्ष की अवधि के लिए अथवा अगला आदेश होने तक, इनमें से जो भी पहले हो, आन्ध्रा बैंक के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है।

[सं. 9/45/2005-बी ओ-1]

जी. बी. सिंह, उप सचिव

MINISTRY OF FINANCE
(Department of Economic Affairs)
(Banking Division)

New Delhi, the 20th December, 2006

S.O. 4976.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Rama Chandra Khuntia, resident of 320, V.P. House, Rafi Marg, New Delhi as part-time non-official Director of the Board of Directors of Andhra Bank for a period of three years from the date of notification or until further orders, whichever is earlier.

[No. 9/45/2005-BO-1]

G. B. SINGH, Dy Secy.

(राजस्व विभाग)

(कार्यालय : मुख्य आयकर आयुक्त)

जयपुर, 22 दिसम्बर, 2006

सं. 04/2006-07

का.आ. 4977.—आयकर नियम, 1962 के नियम 2 सी ए के माध्य प्रात्नीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा

10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2003-04 से 2004-05 (वि.व. 2002-03 से 2003-04) के लिए कथित धारा के उद्देश्य से “मै. टेक्नोक्रेट्स एण्ड मैनेजर्स सोसायटी फॉर एडवांस लनिंग एण्ड ग्रामोत्थान, जयपुर” को स्वीकृति देते हैं।

बास्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[सं. मुआआ/अआआ/(समन्वय)/जय/10(23सी)(vi)/06-07]

ए. जे. मजूमदार, मुख्य आयकर आयुक्त

(Department of Revenue)

(OFFICE OF THE CHIEF COMMISSIONER OF
INCOME-TAX)

Jaipur, the 22nd December, 2006

No. 04/2006-07

S.O. 4977.—In exercise of the powers conferred by sub-section (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with Rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-Tax, Jaipur hereby approves “M/s Technocrats & Managers Society for Advanced Learning and Gramothan, Jaipur” for the purpose of the said section for the Assessment Years 2003-04 to 2004-05. (F.Y. 2002-03 to 2003-04).

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-Tax Act, 1961 read with rule 2CA of the Income-Tax Rules, 1962.

[No. CC/Addl. CIT (Coord.)/JPR/10(23C)(vi)/06-07]

A. J. MAJUMDAR, Chief Commissioner of Income-Tax

(केन्द्रीय उत्पाद शुल्क पुणे-III के आयुक्त का कार्यालय)

पुणे, 7 दिसम्बर, 2006

सं. 01/2006 सीमा शुल्क (नॉन-टैरिफ)

का.आ. 4978.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा दिनांक 01-07-1994 को जारी की गई अधिसूचना संख्या 33/1994 सीमा शुल्क (नॉन टैरिफ) के अधीन मुद्रे प्रदत्त अधिकारों को कार्यान्वयन करते हुए, मैं, बी. एस. कृष्णन, आयुक्त केन्द्रीय उत्पाद शुल्क तथा सीमा शुल्क पुणे-III एतद्वारा महाराष्ट्र राज्य के गांव-कॉडवे बुदुक में स्थित, मौजे येवलेवाडी, तालुका :

हवेली, जिला-पुणे को सीमा शुल्क अधिनियम 1962 (1962 का 52) की धारा 9 के अधीन तथा 100% ई. ओ. यू. स्थापना हेतु, वेअर हाउसिंग स्टेशन के रूप में घोषित करता हूँ।

[फा. सं. ची. जी. एन. (30)/112/पारी/06]

वी. एस. कृष्णन, आयुक्त

(OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE AND CUSTOMS, PUNE-III)

Pune, the 7th December, 2006

No. 01/2006 (Customs (N.T.))

S.O. 4978.—In exercise of the powers delegated to the undersigned vide Notification No. 33/1994-Cus.(N.T.) dated 01-07-1994 by the Government of India, Ministry of Finance, Department of Revenue, New Delhi under clause (a) Section 152 of the Customs Act, 1962. I, V. S. Krishnan, Commissioner of Central Excise & Customs Pune-III Commissionate, Pune, hereby declare the place Mauje-Yewalewadi under village kondhwa Budruk Tal. Haveli, Dist-Pune, in the state of Maharashtra to be warehousing station under Section 9 of the Customs Act, 1962 (52 of 1962), for purpose of setting up of 100% Export Oriented Unit as approved by the Development Commissioner, SEEPZ, Mumbai.

[F. No. VGN (30)/112/PARI/06]

V. S. KRISHNAN, Commissioner

वस्त्र मंत्रालय

नई दिल्ली, 20 दिसम्बर, 2006

का.आ. 4979.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उपर्युक्त अधिनियम के ग्रावधानों के अध्यधीन इस अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए केन्द्रीय रेशम बोर्ड के सदस्य के रूप में कार्य करने के लिए निम्नलिखित व्यक्ति का नामांकन अधिसूचित करती है।

1. श्री वी. एस. थंगावेल, अधिनियम की धारा 4(3) (जे) के वेडापट्टी डाकघर, उदुमलपेट तालुक, कोयंबटूर जिला, तमिलनाडु-638203

[फा. सं. 25012/56/99-रेशम]

भूपेन्द्र सिंह, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, the 20th December, 2006

S.O. 4979.—In exercise of the powers conferred by sub-section (3) of Section 4 of the Central Silk Board Act 1948, the Central Government hereby notifies the nomination of the following persons to serve as member of the Central Silk Board for a period three years from the date of this notification subject to the provisions of the said Act.

1. Shri V. M. Thangavel,	Nominated by the Central Government under Section 4(3)(j) of the Act.
Vedapatti P.O.	
Udumalpet Taluk,	
Coimbatore District	
Tamil Nadu-638203	

[F. No. 25012/56/99-Silk]

BHUPENDRA SINGH, Lt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 18 दिसम्बर, 2006

का.आ. 4980.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1)(क) के खण्ड (क) के अनुसरण में तथा पुदुचेरी सरकार के साथ परामर्श करके डा. दिलीप कुमार बालीगा को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में मनोनीत किया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उपधारा (1) (क) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का. आ. 138 में निम्नलिखित और संशोधन करती है अर्थात्:—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खण्ड (क) के अधीन मनोनीत” शीर्षक के अंतर्गत क्रम संख्या 30 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां रखी जाएंगी, अर्थात्:—

“30. डा. दिलीप कुमार बालीगा पुदुचेरी सरकार”
निदेशक,
स्वास्थ्य और परिवार कल्याण सेवाएं,
स्वास्थ्य विभाग काम्पलेक्स,
एल आई सी अफिस के सामने,
न्यू श्रम पुदुचेरी-13।

[सं. वी-11013/1/2005-एम ई (नीति-1)]

जे. मजूमदार, अकर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 18th December, 2006

S.O. 4980.—Whereas the Central Government, in pursuance of clause (a) of sub-section (1)(a) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Puducherry have nominated Dr. Dilip Kumar Baliga to be a member of the Medical Council of India for a period of five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1)(a) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely:

In the said notification, under the heading, 'Nominated under clause (a) of sub-section (I) of section 3', for serial number 30 and the entries thereto, the following serial number and entries shall be inserted, namely:—

"30 Dr. Dilip Kumar Baliga "Government of
Director, Puducherry"
Health & Family Welfare Services
Health Department Complex
Opp. to LIC Office, New Saram,
Puducherry-13

[No. V-11013/1/2005-ME (Policy-I)]

J. MAJUMDAR, Under Secy.

नई दिल्ली, 18 दिसंबर, 2006

का.आ. 4981.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1)(ख)के उपबंध के अनुसरण में डा. एस.डी. दलवी, प्रोफेसर और निवारक सामाजिक आयुर्विज्ञान विभागाध्यक्ष, गवर्नर्मेंट मेडिकल कालेज, नांदेड़, चिकित्सा संकाय सदस्य, महाराष्ट्र आयुर्विज्ञान विश्वविद्यालय को महाराष्ट्र आयुर्विज्ञान विश्वविद्यालय की सीनेट द्वारा इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद का सदस्य निर्वाचित किया गया है।

इसलिए अब उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में केन्द्र सरकार एवंद्वारा तत्कालीन स्वास्थ्य

मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का.आ.सं. 138 में निम्नलिखित और संशोधन करती है; अर्थात्

उक्त अधिसूचना में शीर्ष "धारा 3 की उपधारा (1) के खण्ड (ख) के अंतर्गत निर्वाचित" के अधीन क्रम संख्या 80 के बाद निम्नलिखित प्रविष्टियां जोड़ी जाएंगी; अर्थात् :—

"81. डा. एस.डी. दलवी,	महाराष्ट्र आयुर्विज्ञान
प्रोफेसर एवं निवारक सामाजिक	विश्वविद्यालय"
आयुर्विज्ञान विभागाध्यक्ष,	
गवर्नर्मेंट मेडिकल कालेज,	
नांदेड़ ।	

[सं. ची-11013/5/2002-एमई (पी-I)]

जे. मजूमदार, अवर सचिव

New Delhi, the 18th December, 2006

S.O. 4981.—Whereas in pursuance of the provision of sub-section (1)(b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. S. D. Dalvi, Professor and Head, Department of PSM, Government Medical College, Nanded, member of the faculty of Medicine, Maharashtra University of Health Sciences has been elected by the Senate the Maharashtra University of Health Sciences to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S. O. 138 dated the 9th January, 1960, namely:—

"81. Dr. S. D. Dalvi Maharashtra Uni-
Professor & Head versity of Health
Department of PSM Sciences"
Government Medical College
Nanded.

[No. V-11013/5/2002-ME(P-I)]

J. MAJUMDAR, Under Secy.

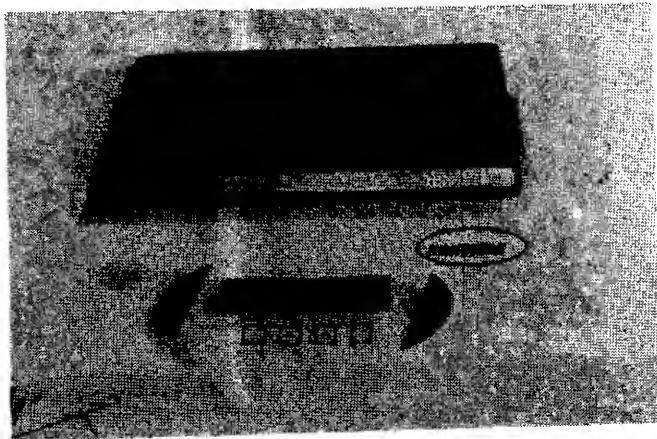
उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विवारण)

नई दिल्ली, 4 अगस्त, 2006

का.आ. 4982.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप है और इस बात की संमावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स नैनो-टैक इंस्ट्रमेंटेशन, 6/192, प्रकाश नगर, बोडला रोड, राहगंज, आगरा, उत्तर प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले 'एनटीएच' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ड्रांड का नाम "नैनोटैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/235 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित (टेबल टाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. है। इसमें एक आद्येयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आद्येयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्डज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कफटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा। और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, छिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 5,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(58)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

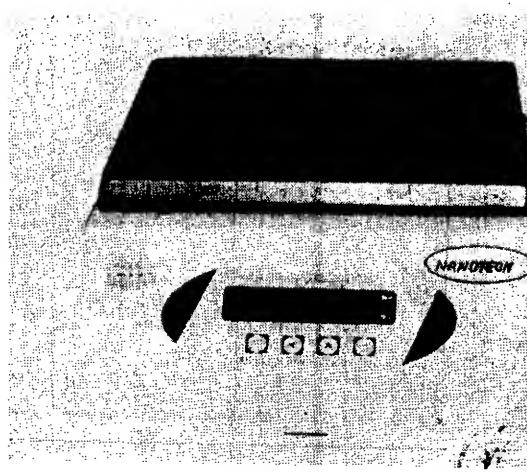
MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 4th August, 2006

S.O. 4982.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of "NTH" series of high accuracy (Accuracy class II) and with brand name "NANOTECH" (hereinafter referred to as the said Model), manufactured by M/s. Nano-Tech Instrumentation, 6/192, Parkash Nagar, Bodla Road, Shahganj, Agra, U.P. and which is assigned the approval mark IND/09/06/235;



The said model (see the figure given above) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make and performance of the same series with maximum capacity upto 50 kg and with number of verification scale interval (n) in the range of 100 to 5,000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

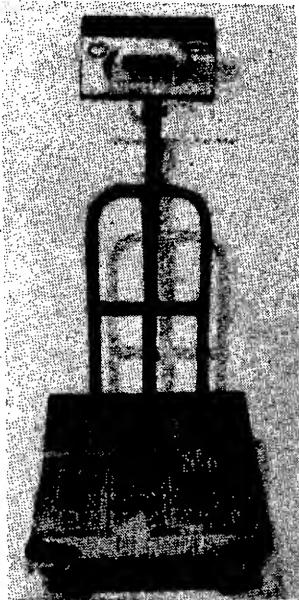
[F. No. WM-21(58)/2006]

R. MATHUR BOOTHAM, Director of Legal Metrology

नई दिल्ली, 4 अगस्त, 2006

का.आ. 4983.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लागतार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स नैनो-टैक इंस्ट्रुमेंटेशन, 6/192, प्रकाश नगर, बोडला रोड, शाहगंज, आगरा, उत्तर प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले 'एनटीपी' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेट फार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "नैनोटैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/236 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेट फार्म प्रकार) का तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आघेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आघेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

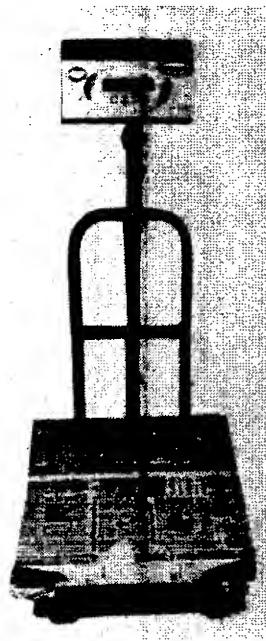
[फा. सं. डब्ल्यू एम-21(58)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th August, 2006

S.O. 4983.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the self-indicating non-automatic, (Platform type) weighing instrument with digital indication of "NTP" series of medium accuracy (Accuracy class III) and with brand name "NANOTECH" (hereinafter referred to as the said Model), manufactured by M/s. Nano-Tech. Instrumentation, 6/192, Parkash Nagar, Bodla Road, Shahganj, Agra, U.P. and which is assigned the approval mark IND/09/06/236;



The said model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of same series with maximum capacity above 50 kg. and upto 5000 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(58)/2006]

R. MATHURBHOOTAM, Director of Legal Metrology

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4984.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसेस डॉक्टर बेलीराम एंड सन्स प्राइवेट लि., नं. 3/17, असफ़अली रोड, नई दिल्ली-110002 द्वारा विनिर्मित सामान्य यथार्थता (यथार्थता वर्ग-IV) वाले एनालॉग सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) के मॉडल का, जिसके बांड का नाम “साल्टर” है (जिसमें इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/325, समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक मैकैनिकल स्प्रिंग आधारित अस्वचालित (व्यक्ति तोलन उपकरण) तोलन उपकरण है। इसकी अधिकतम क्षमता 130 कि.ग्रा. है और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 500 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, इंजीनियरिंग, डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 100 से 1,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 100 कि. ग्रा. से 200 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(131)/2006]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th November, 2006

S.O. 4984.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Person Weighing Machine) with analogue indication of ordinary accuracy (Accuracy class III) and with brand name "SALTER" (hereinafter referred to as the said Model), manufactured by M/s. Dr. Beli Ram & Sons Pvt. Ltd., No. 3/17, Asaf Ali Road, New Delhi-110002 and which is assigned the approval mark IND/09/06/325;



The said Model is a mechanical spring based non-automatic weighing instrument (Person Weighing Machine) with a maximum capacity of 130 kg. and minimum capacity of 5kg. The verification scale interval (e) is 500g. It has a tare device with 100 per cent subtractive retained tare effect.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity in the range of 100kg. to 200kg. with verification scale interval (n) in the range of 100 to 1,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(131)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4985.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम; 1987 के उपर्योग के अनुरूप है और इस बात की संमावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डाक्टर बेलीराम एंड सन्स प्राइवेट लिं. नं. 3/17, असफली रोड, नई दिल्ली-110002 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले अंकक सूचन सहित, अस्वचालित तोलन उपकरण (शिशु एवं बालक मशीन) के मॉडल का, जिसके ब्रांड का नाम "सालटर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन दिया आई एन डी/09/06/324, समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति गेज प्रकार भार सेल आधारित अस्वचालित (शिशु एवं बालक तोलन मशीन) तोलन उपकरण है। इसकी अधिकतम क्षमता 20 कि.ग्रा. है, और न्यूनतम क्षमता 200 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। यह उपकरण बैटरी पावर सप्लाई पर काम करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, इंजीनियरिंग, डायग्राम, कार्यकारी सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शुरुआत के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 1,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) अन्तराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^4 , 2×10^4 या 5×10^4 के हैं, जो धनात्मक या ऋणात्मक पूर्णीक या शून्य के समतुल्य हैं।

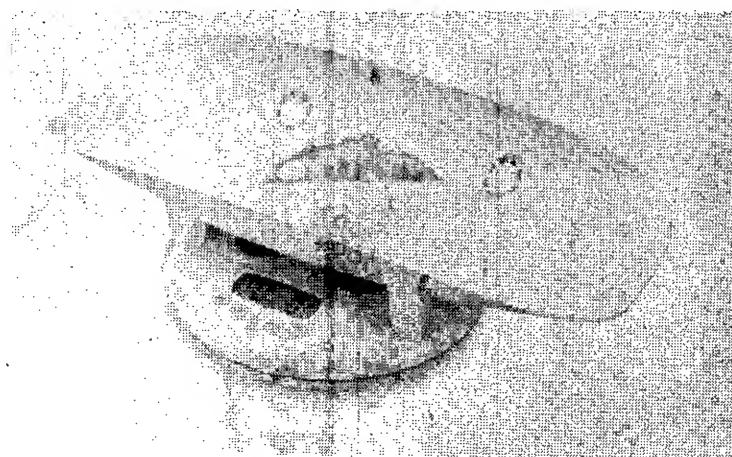
[फा. सं. डब्ल्यू. एम-21(131)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th November, 2006

S.O. 4985.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Baby cum Child Weighing Machine) with digital indication of medium accuracy (Accuracy class III) and with brand name "SALTER" (hereinafter referred to as the said Model), manufactured by M/s. Dr. Beli Ram & Sons Pvt. Ltd., No. 3/17, Asaf Ali Road, New Delhi-110002 and which is assigned the approval mark IND/09/06/324;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Baby cum Child Weighing Machine) with a maximum capacity of 20 kg. and minimum capacity of 200g. The verification scale interval (c) is 10g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on battery power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(131)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 नवम्बर, 2006

का.आ. 4986.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कीर्ति विजनेस कार्पोरेशन, हाउस नं. 1222, सेक्टर-7 अखबन एस्टेट, करनाल-132001, हरियाणा द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “के बी एच” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके छांड का नाम “के बी सी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/533, समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार का) है। इसकी अधिकतम क्षमता 30 कि.ग्रा है, और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्शन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो । मि. ग्रा. से 50 मि. ग्रा. तक “ई” मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में मापमान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(204)/2006]
आर. माथुरबूथम, नियंत्रक, विधिक माप विज्ञान

New Delhi, the 29th November, 2006

S.O. 4986.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Tabletop Type) with digital indication of "KBH" series of high accuracy (Accuracy class-II) and with brand name "KBC" (hereinafter referred to as the said Model), manufactured by M/s. Kirti Business Corporation, House No. 1222, Sector-7, Urban Estate, Karnal-132001, Haryana and which is assigned the approval mark IND/09/06/533;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop Type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity upto 50kg. and with no of verification scale interval (n) in the range of 100 to 50,000 for ' e ' value of 1mg. to 50mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for ' e ' value of 100 m.g. or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

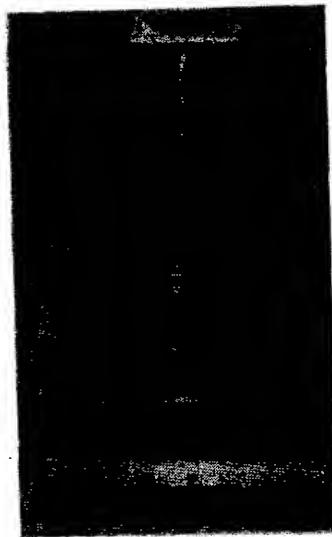
[F. No. WM-21(204)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 नवम्बर, 2006

का.आ. 4987.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (जीवे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यैससं कीर्ति विजनेस कार्पोरेशन, हाउस नं. 1222, सेक्टर-7 अरबन एस्टेट, करनाल-132001, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “के बी पी” शृंखला के अंकक सूचन सहित, स्थित: सूचक, अस्वचालित तोलन उपकरण (स्लैटफार्म प्रकार) के मॉडल का, जिसके बांड का नाम “के बी सी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन दिया आई एन डी/09/06/534, समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा है और न्यूनतम क्षमता 4 कि.ग्रा। सत्यापन मापमान अन्तराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विष्वृत प्रदाय पर कार्य करता है।

स्टाम्पिंग स्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शरौं पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

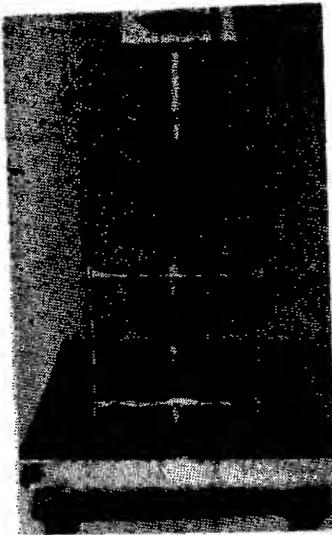
[फा. सं. डब्ल्यू एम-21(204)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th November, 2006

S.O. 4987.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the self indicating non-automatic (Platform Type) weighing instrument with digital indication of "KBP" series of medium accuracy (Accuracy class-III) and with brand name "KBC" (herein referred to as the said Model), manufactured by M/s. Kirti Business Corporation, House No. 1222, Sector-7, Urban Estate, Karnal-132001, Haryana and which is assigned the approval mark IND/09/06/534;



The said Model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with 100 per cent. subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of same series with maximum capacity above 50 kg. and upto 5000 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for ' e ' value of 5g. or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , where k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(204)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 नवम्बर, 2006

का.आ. 4988.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एप्लैब लिमिटेड, एप्लैब हाउस ए/5, वागले इंडस्ट्रियल एस्टेट, थाणे-400604 द्वारा विनिर्भित “एस डब्ल्यू ए डी ई एस-II-22423” शुंखला के अंकक सूचन सहित, डिस्पॉर्सिंग पम्प के मॉडल का, जिसके ब्रांड का नाम “एस डब्ल्यू ए डी ई एस-II-हाई होस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/530, समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक इलैक्ट्रोनिक म्यूल डिस्पेंसर (स्टैन्डर्ड इयूटी) है जिसमें दो प्रोडक्ट्स और दो होस सिस्टम लगे हैं। यह चार पिस्टन पोजिटिव डिस्प्लेसमेंट मीटरिंग यूनिट पर आधारित है। पम्प में दो नोजल लगे हैं तथा ओपशनल फीचर जैसे प्रिसेट, नोन प्रिसेट, इलैक्ट्रो मैकेनिकल टोटेलाइजर (ई एम टी), इलैक्ट्रोनिक टोटेलाइजर, धनत्व प्रदर्श (स्थिर प्रदर्श) मूल्य प्रति लीटर (स्थिर प्रदर्श) प्रिन्टर फेसिलिटी के साथ लगे हैं। उक्त मॉडल की अधिकतम प्रवाह दर प्रत्येक होस के लिये 45 लीटर प्रति मिनट तथा न्यूनतम प्रवाह दर 4 लीटर प्रति मिनट है। और इसका न्यूनतम प्रभाग 10 मि. लीटर है। उक्त मॉडल में उपदर्शन 6 डिजिट के द्वारा मूल्य के लिये रूपये में, 5 डिजिट के द्वारा मात्रा के लिये लीटर में (6 डिजिट-ओपशनल), 4 डिजिट के द्वारा कीमत प्रति लीटर के लिये और 4 डिजिट के द्वारा धनत्व के लिये है। लिकिवड क्रिस्टल डायोड (एल सी डी) प्रदर्श परिणाम उपदर्शित करता है। उक्त मॉडल में मीटरिंग यूनिट के लिये कंबेनशनल मैकेनिकल कोलेब्रेशन डिवाइस के अतिरिक्त आयतन कोलेब्रेशन करने के लिये इलैक्ट्रोनिक डिवाइस लगी है जो इलैक्ट्रोनिक रजिस्टर असेंबली के अन्दर बनी हुई है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जायेगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

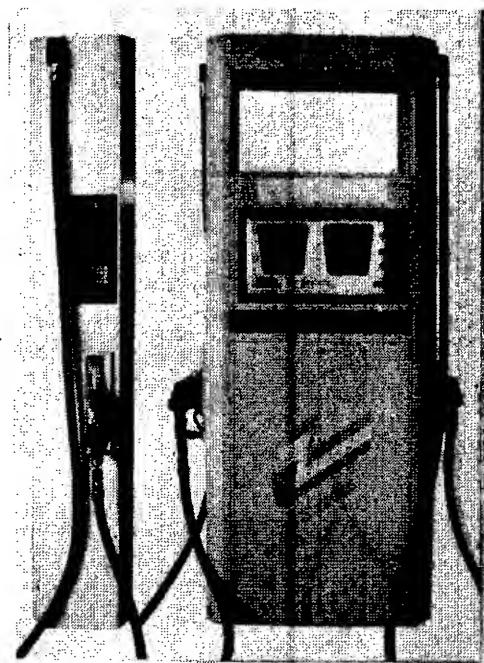
[फा. सं. डब्ल्यू एम-21(206)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th November, 2006

S.O. 4988.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Dispensing Pump of digital indication with brand name "SWADES-II-HIGH HOSE" of "SWADES-II-22423" series (hereinafter referred to as the said Model), manufactured by M/s. Aplab Limited, Aplab House, A/5, Wagle Industrial Estate, Thane-400604 Maharashtra and which is assigned the approval mark IND/09/06/530;



The said Model is an Electronic Fuel Dispenser (Standard Duty) with two products and two hose systems. It is based on the 4 piston positive displacement metering unit. The pump consists of double nozzle and is provided with optional features like preset, non-preset, electro mechanical totalizer (EMT), electronic totalizer, density display (static display), Rate per litre (static display) with printer facility, having maximum flow rate 45 litre per minute for each hose and minimum flow rate 4 litre per minute. The smallest division is 10 ml. It has indications of 6 digits for amount in Rupees, 5 digits for quantity in litres (6 digits optional), 4 digits for rate per litre and 4 digits for density. The indications of the measurements are displayed on liquid crystal diode (LCD) Display. The said Model has provision of volume calibration by electronic device built into electronic register assembly, in addition to the conventional mechanical calibration device for metering unit. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc. before or after sale.

[F. No. WM-21(206)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 नवम्बर, 2006

का.आ. 4989.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (‘नीचे दी गई आकृति देखें’) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एपलैब लिमिटेड, एपलैब हाउस ए/5, वागले इंडस्ट्रियल एस्टेट, थाणे-400604, महाराष्ट्र द्वारा विनिर्मित “एस डब्ल्यू ए डी ई एस-II-22424” शृंखला के अंकक सूचन सहित, डिस्पोर्सिंग पम्प के मॉडल का, जिसके ब्रांड का नाम “एस डब्ल्यू ए डी ई एस-II-हाई होस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/531, समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक इलैक्ट्रॉनिक फ्यूल डिस्पेंसर (हैवी ड्यूटी) है जिसमें दो प्रोडक्ट्स और दो होस सिस्टम लगे हैं। यह चार पिस्टन पोजिटिव डिस्पलेस्मेंट मीटरिंग यूनिट पर आधारित है। पम्प में दो नोजल लगे हैं तथा ओपशनल फीचर जैसे प्रिसेट, नोन प्रिसेट, इलैक्ट्रो मैकेनिकल टोटेलाइजर (ई एम टी), इलैक्ट्रॉनिक टोटेलाइजर, घनत्व प्रदर्श (स्थिर प्रदर्श) मूल्य प्रति लीटर (स्थिर प्रदर्श) प्रिन्टर फंसिलिटी के साथ लगे हैं। उक्त मॉडल की अधिकतम प्रवाह दर प्रत्येक होस के लिये 80 लीटर प्रति मिनट तथा न्यूनतम प्रवाह दर 8 लीटर प्रति मिनट है। और इसका न्यूनतम प्रभाग 10 मि. लीटर है। उक्त मॉडल में उपदर्शन 6 डिजिट के द्वारा मूल्य के लिये रुपये में, 5 डिजिट के द्वारा मात्रा के लिये लीटर में (6 डिजिट-ओपशनल), 4 डिजिट के द्वारा कीमत प्रति लीटर के लिये और 4 डिजिट के द्वारा घनत्व के लिये है। लिकिव्ह क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उक्त मॉडल में मीटरिंग यूनिट के लिये कंवेनशनल मैकेनिकल केलिब्रेशन डिवाइस के अतिरिक्त आयतन केलिब्रेशन करने के लिये इलैक्ट्रॉनिक डिवाइस लगी है जो इलैक्ट्रॉनिक रजिस्टर असेंबली के अन्दर बनी हुई है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्पा प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जायेगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सकिट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

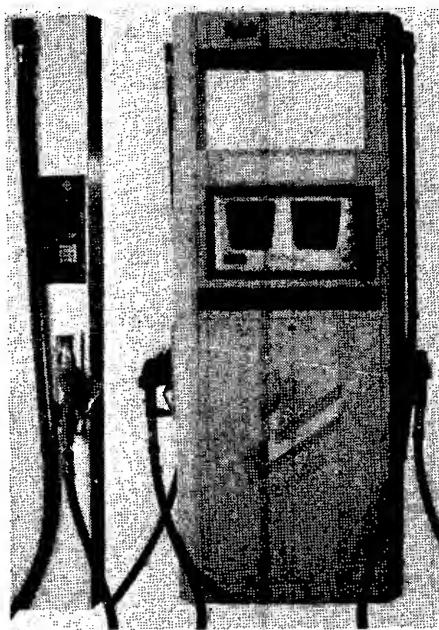
[फा. सं. डब्ल्यू एम-21 (206)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th November, 2006

S.O. 4989.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Dispensing Pump of digital indication with brand name "SWADES-II-HIGH HOSE" of "SWADES-II-22424" series (hereinafter referred to as the said model), manufactured by M/s. Aplab Limited, Aplab House, A/5, Wagle Industrial Estate, Thane-400604, Maharashtra and which is assigned the approval mark IND/09/06/531;



**SWADES II High Hose Heavy/Heavy Duty with Electro Mechanical Totaliser
(Two Product x Two Hose)**

The said model is an Electronic Fuel Dispenser (Heavy Duty) with two products and two hose systems. It is based on the 4 piston positive displacement metering unit. The pump consists of double nozzle and is provided with optional features like preset, non-preset, electro mechanical totalizer (EMT), electronic totalizer, density display (static display), Rate per litre (static display) with printer facility, having maximum flow rate 80 litre per minute for each hose and minimum flow rate 8 litre per minute. The smallest division is 10ml. It has indication of 6 digits for amount in Rupees, 5 digits for quantity in litres (6 digits optional), 4 digits for rate per litre and 4 digits for density. The indications of the measurements are displayed on liquid crystal diode (LCD) Display. The said model has provision of volume calibration by electronic device built into electronic register assembly, in addition to the conventional mechanical calibration device for metering unit. The instrument operates on 230 Volts, and 50 Hertz alternating current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc. before or after sale.

[F. No. WM-21(206)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 नवम्बर, 2006

का.आ. 4990.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36[ं] की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एपलैब लिमिटेड, एपलैब हाउस ए/5, बागले इंडस्ट्रियल एस्टेट, थाणे-400 604 द्वारा विनिर्मित “एस डब्ल्यू ए डी ई एस-II-22425” श्रृंखला के अंकक सूचन सहित, डिस्पॉर्सिंग पम्प के माडल का, जिसके ब्रांड का नाम “एस डब्ल्यू ए डी ई एस-II-हाई होस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/535, समनुदर्शित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



**SWADES II High Hose Standard/Heavy Duty with Electro Mechanical Totaliser
(Two Product x Two Hose)**

Model No. : SWADESH II 22425

उक्त मॉडल एक इलैक्ट्रोनिक फ्यूल डिस्पेंसर (स्टैन्डर्ड ड्यूटी और हैवी ड्यूटी) है जिसमें दो ग्रोडक्ट्स और दो होस सिस्टम लगे हैं। यह चार पिस्टन पोजिटिव डिसप्लेसमेंट मीटरिंग यूनिट पर आधारित हैं। पम्प में दो नोजल लगे हैं तथा ओपेशनल फोचर जैसे प्रिसेट, नोन प्रिसेट, इलैक्ट्रो मैकेनिकल टोटेलाइजर (ई एम टी), इलैक्ट्रोनिक टोटेलाइजर, घनत्व प्रदर्श (स्थिर प्रदर्श), मूल्य प्रति लीटर (स्थिर प्रदर्श) प्रिन्टर फेसिलिटी के साथ लगे हैं। उक्त माडल की अधिकतम प्रवाह दर प्रत्येक होस के लिये 45 लीटर प्रति मिनट और 80 लीटर प्रति मिनट क्रमानुसार तथा न्यूनतम प्रवाह दर 4 लीटर प्रति मिनट और 8 लीटर प्रति मिनट क्रमानुसार है। और इसका न्यूनतम प्रभाग 10 मि. लीटर है। उक्त माडल में उपदर्शन 6 डिजिट के द्वारा मूल्य के लिये रुपये में, 5 डिजिट के द्वारा मात्रा के लिये लीटर में (6 डिजिट-ओपेशनल), 4 डिजिट के द्वारा कोप्त प्रति लीटर के लिये और 4 डिजिट के द्वारा घनत्व के लिये है। लिकिड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उक्त मॉडल में मीटरिंग यूनिट के लिये कंवेशनल मैकेनिकल केलिब्रेशन डिवाइस के अतिरिक्त आयतन केलिब्रेशन करने के लिये इलैक्ट्रोनिक डिवाइस लगी है जो इलैक्ट्रोनिक रजिस्टर असेंबली के अन्दर बनी हुई है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जायेगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किंट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

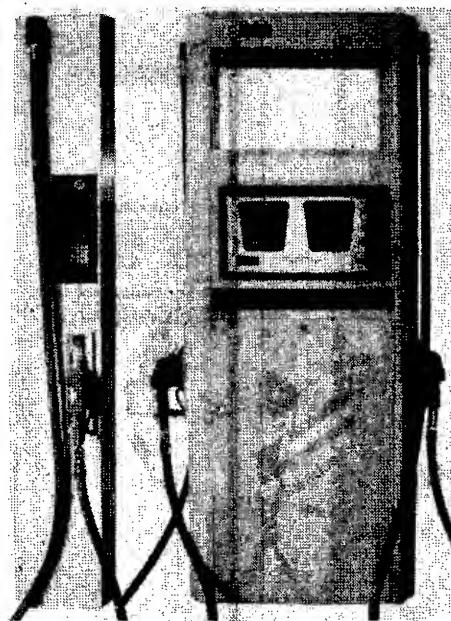
[फा. सं. डब्ल्यू एम-21(206)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th November, 2006

S.O. 4990.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Dispensing Pump of digital indication with brand name "SWADES-II-HIGH HOSE" of "SWADES-II-22425" series (hereinafter referred to as the said Model), manufactured by M/s. Aplab Limited, Aplab House, A/5, Wagle Industrial Estate, Thane-400 604, Maharashtra and which is assigned the approval mark IND/09/06/535;



**SWADES II High Hose Standard/Heavy Duty with Electro Mechanical Totaliser
(Two Product x Two Hose)**

Model No. : SWADES II 22425

The said Model is an Electronic Fuel Dispenser (Standard Duty and Heavy Duty) with two products and two hose systems. It is based on the 4 piston positive displacement metering unit. The pump consists of double nozzle and is provided with optional features like preset, non-preset, electro mechanical totalizer (EMT), electronic totalizer, density display (static display), Rate per litre (static display) with printer facility, having maximum flow rate 45 and 80 litre per minute for each nozzle respectively and minimum flow rate 4 and 8 litre per minute respectively. The smallest division is 10ml. It has indications of 6 digits for amount in Rupees, 5 digits for quantity in litres (6 digits optional), 4 digits for rate per litre and 4 digits for density. The indications of the measurements are displayed on liquid crystal diode (LCD) Display. The said model has provision of volume calibration by electronic device built into electronic register assembly, in addition to the conventional mechanical calibration device for metering unit. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

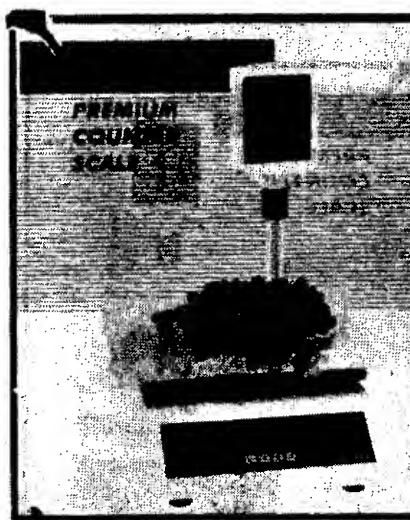
[F. No. WM-21(206)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

१२ दिसंबर, 30 नवम्बर, 2006

का.आ. 4991.— केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्युक्तों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स रंगवाला स्टील इंडस्ट्रीज, नं. 1166, पंकोरनाका, अहमदाबाद, गुजरात द्वारा विनिर्मित उच्च यथार्थता यथार्थता वर्ग II वाले "डब्ल्यू एम ए एच" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के माडल का, जिसके ब्रांड का नाम "वेह्ड मैट" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/294, समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त माडल एक विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित टेबलटाप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 22 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्पिंग लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जायेगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

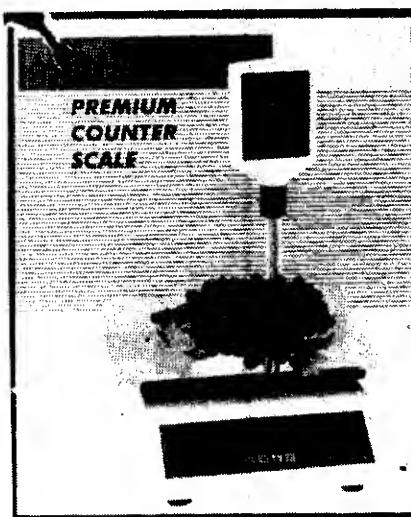
[फा. सं. डब्ल्यू एम-21(29)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 4991.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table Top type) with digital indication of high accuracy (Accuracy class-II) of series "WMAH" and with brand name "WEIGH-MAT" (hereinafter referred to as the said Model), manufactured by M/s. Rangwala Steel Industries, No. 1166, Pankornaka, Ahmedabad, Gujarat and which is assigned the approval mark IND/09/06/294;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table Top type) with a maximum capacity of 22kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc., before or after sale.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 5,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(29)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 30 नवम्बर, 2006

का, आ. 4992.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिवर्तियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स रंगबाला स्टील इंडस्ट्रीज, नं. 1166, पंकोरनाका, अहमदाबाद, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “डब्ल्यू एम ए टी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ग्रांड का नाम “वेल्स मैट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/295 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 किं.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्ती/परिवर्धित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुपयोग-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के ‘ई’ मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

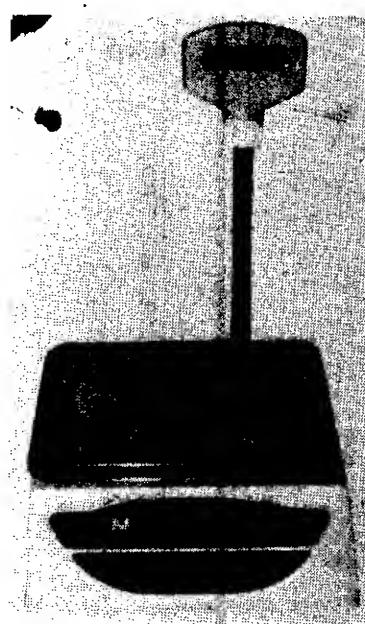
[फा. सं. डब्ल्यू एम-21(29)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 4992.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of to medium accuracy (Accuracy class-III) of series "WMAT" and with brand name "WEIGH-MAT" (hereinafter referred to as the said Model), manufactured by M/s. Rangwala Steel Industries, No. 1166, Pankornaka, Ahmedabad, Gujarat and which is assigned the approval mark IND/09/06/295;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

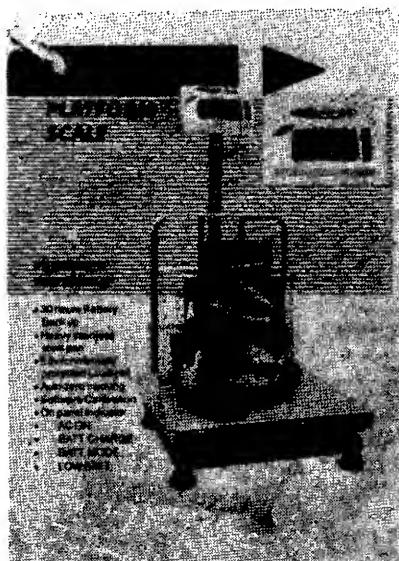
[F.No. WM-21(29)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 30 नवम्बर, 2006

का. आ. 4993.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स रंगवाला स्टील इंडस्ट्रीज, नं. 1166, पंक्षेनाका, अहमदाबाद, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “डब्ल्यू.एम.ए.पी.” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “वेड्ड मैट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/296 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्प एलेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णीक या शून्य के समतुल्य हैं।

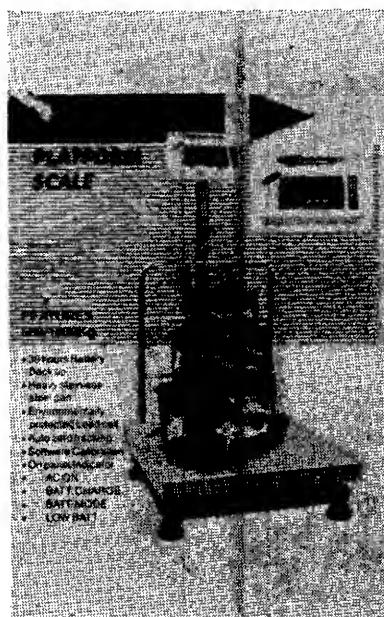
[फा. सं. डब्ल्यू.एम-21(29)/2006]

आर. मायुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 4993.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of Series "WMAP" and with brand name "WEIGHT-MAT" (hereinafter referred to as the said Model), manufactured by M/s. Rangwala Steel Industries, No. 1166, Pankornaka, Ahmedabad, Gujarat and which is assigned the approval mark IND/09/06/296;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc., before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 1000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

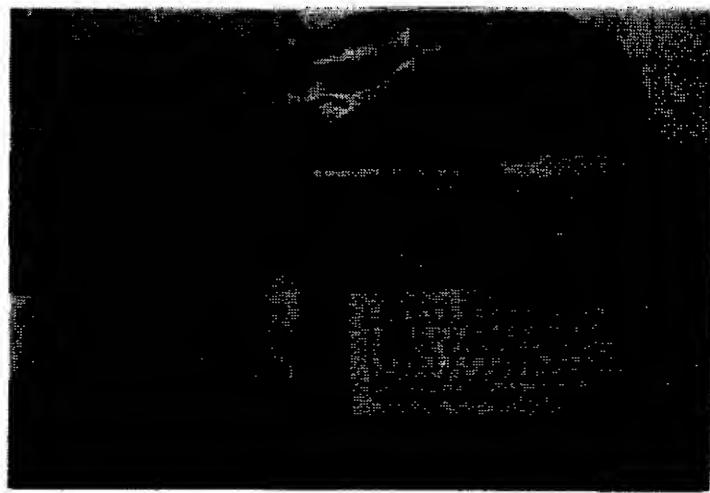
[F.No. WM-21(29)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 30 नवम्बर, 2006

का. आ. 4994.—केन्द्रीय सरकार का, विहित ग्राहिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अम्पायर वैइंग सिस्टम्स प्रा. लि., नं. 5/533, गार्डों बिल्डिंग, शक्ति नगर इण्डस्ट्रीयल एरिया, गुलार रोड, अलीगढ़-202 001, उत्तर प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एल ए डब्ल्यू” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (वेन्निज प्रकार) के मॉडल का, जिसके ब्रांड का नाम “लैक्सस कोजी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/544 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (वेन्निज प्रकार) है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपर्युक्त करता है। उपकरण 230 बोल्ट, 50 हर्ड्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुपोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान अन्तराल (एन) सहित 5 टन से अधिक और 150 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

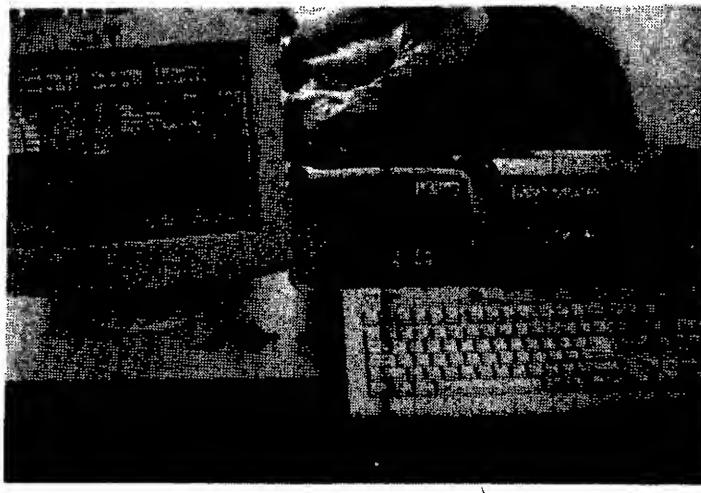
[फा. सं. डब्ल्यू एम-21(113)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 4994.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weigh bridge type) with digital indication of medium accuracy (Accuracy class-III) of series "LAW" and with brand name "LEXUS COZY" (hereinafter referred to as the said Model), manufactured by M/s. Empire Weighing Systems Pvt. Ltd., No. 5/533, Gargo Building, Shakti Nagar Industrial Area, Gular Road, Aligarh, Uttar Pradesh and which is assigned the approval mark IND/09/06/544;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 50 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 150 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

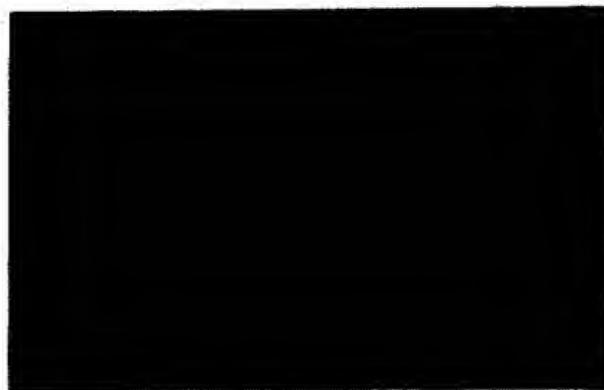
[F.No. WM-21(113)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 28 नवम्बर, 2006

का. आ. 4995.—केन्द्रीय सरकार का, विभिन्न प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (जीवे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और तथा बाट माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स लिएन्डबर्ग जैसन, सिएण्डेबर्ग एल, 28, डी के-400, रोसकिल्ड, डेनमार्क द्वारा विनिर्मित और भारत में मैसर्स शाहपुत्र ट्रेडिंग प्राइवेट लिमिटेड, संख्या 31, पांचवा रोड, श्रीरामपुर, बंगलौर-560021 द्वारा विपणित वी सी एस शृंखला के स्वचालित लिंकर मापक के मॉडल, जिसके गांड का नाम “टेप सिस्टम” है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/06/532 समनुदर्शित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल 30 एम एल की प्रेसेट डिलवरी के लिए स्वचालित लिंकर मापक है। उपकरण को बोतल के मुंह में डाला जाता है। बोतल और उपकरण को तब उलटा करके होल्डर एसेंबली में रखा जाता है। प्रत्येक होल्डर में एक प्रचालित लीवर होता है और सोलेनाइड एक्ट्युएटिंग कॉयल होती है। सभी होल्डरों को इलैक्ट्रिकल तार द्वारा एकल नियांत्रित यूनिट से जोड़ा जाता है। लीवर के प्रचालन से उपकरण इलैक्ट्रिकल नियंत्रण के तहत डिस्पेंस और पुनः भरण करता है। प्रकाश उत्सर्जक डायोड प्रदर्श लीकर की डिलिवरी के बारे में संकेत मुहैया करता है। तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन प्रमाण-पत्र के अंतर्गत 60 ए एल तक की अधिकतम क्षमता और उसी में तथा शृंखला के स्वचालित लीकर मापक भी कवर होगा जो उसी निर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है।

[फा. सं. डब्ल्यू एम-21(94)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th November, 2006

S.O. 4995.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of Automatic Liquor Measure of Series-BCS and with brand name "Tap Systems" (hereinafter referred to as the said Model), manufactured by M/s. Lindberg Jenson, Ledreborg Alle, 28, DK-4000, Roskilde Denmark, and marketed in India by M/s. Shahputra Trading Private Limited, No. 31, 5th Main Road, Srirampuram, Bangalore-560021 and which is assigned the approval mark IND/09/06/532;



The said Model is a Automatic Liquor Measure for a preset delivery of 30 ml. The instrument is inserted into the neck of the bottle. The bottle and the instrument are then inverted and placed into holder assembly. Each holder has an operative lever and contains solenoid actuating coil. All holders are connected to a single controlled unit by electrical wiring. The operation of the lever causes the instrument to dispense and then refill under electrical control. The Light Emitting Diode (LED) indication provides signal about delivery of the liquors. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the Automatic Liquor Measure of similar make and of same series with maximum capacity upto 60 ml manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

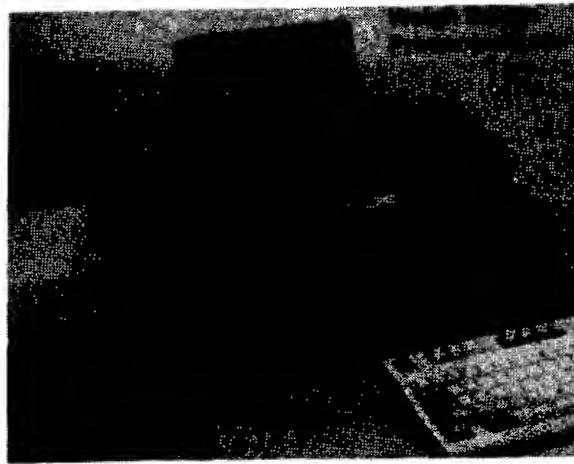
[F.No. WM-21(94)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 30 नवम्बर, 2006

का, आ. 4996.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए ऐससे सेनसुई इलैक्ट्रोनिक्स प्रा. लि., 89/1, भवानी पेथ, पुणे-411 042 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “सेनसुई-कोन-डब्ल्यू-बी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज कनवर्जन किट प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सेनसुई” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/537 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज कनवर्जन किट प्रकार) है। इसकी अधिकतम क्षमता 40 टन और न्यूनतम क्षमता 200 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्शी परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, 50 हर्ड्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्मिंग स्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, शिष्यादान सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्वाता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही रेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि. ग्रा. या उसके अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान अन्तराल (एन) सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

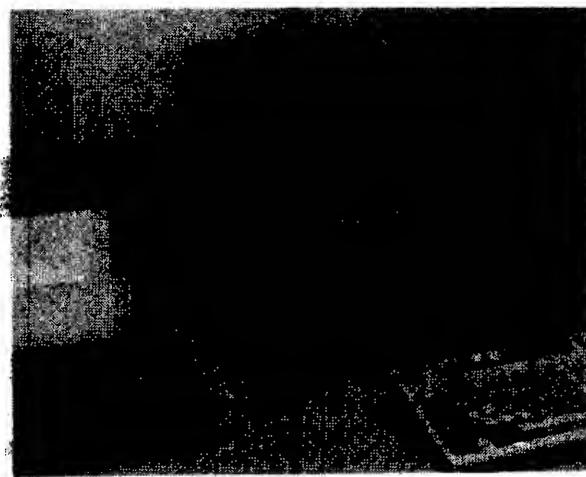
[फा. सं. डब्ल्यू एम-21(200)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 4996.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (conversion kit for weighbridge) with digital indication "SANSUI-CON-WEB" series belonging to medium accuracy (Accuracy class-III) and with brand name "SANSUI" (hereinafter referred to as the said model), manufactured by M/s. Sansui Electronics Pvt. Ltd., 89/1, Bhawani Peth, Pune-411 042 and which is assigned the approval mark IND/09/06/537;



The said model is a strain gauge type load cell based non-automatic weighing instrument (conversion kit for weighbridge) with a maximum capacity of 40 tonne and minimum capacity of 200 kg. The verification scale interval (c) is 10 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg or more and with 'c' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model have been manufactured.

[F. No. WM-21(200)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 30 नवम्बर, 2006

का, आ. 4997.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में विनियम मॉडल (नीचे ही गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सेनसुई इलैक्ट्रोनिक्स प्रा. लि., 89/1, भवानी पेथ, पुणे-411 042 द्वारा विनियमित मध्यम यथार्थता (यथार्थता वर्ग-III) काले “सेनसुई-कोन-सी एफ” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म कनवर्जन किट प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सेनसुई” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/536 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म कनवर्जन किट प्रकार) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्ड भी किया जाएगा और मॉडल को बेबने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनियमता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनियमित किया गया है, विनियमित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान अन्तराल (एन) सहित 50 कि. ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(200)/2006.]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 4997.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument with digital indication (Conversion Kit for Platform) with "SANSUI-CON-PF" series belonging to medium accuracy (Accuracy class-III) and with brand name "SANSUI" (hereinafter referred to as the said model), manufactured by M/s. Sansui Electronics Pvt. Ltd., 89/1, Bhawani Peth, Pune-411 042 and which is assigned the approval mark IND/09/06/536;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Conversion Kit for Platform) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (c) is 200 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and upto 5000 kg. with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg. or more and with 'c' value of 1×10^k , 2×10^k or 5×10^k , where k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model have been manufactured.

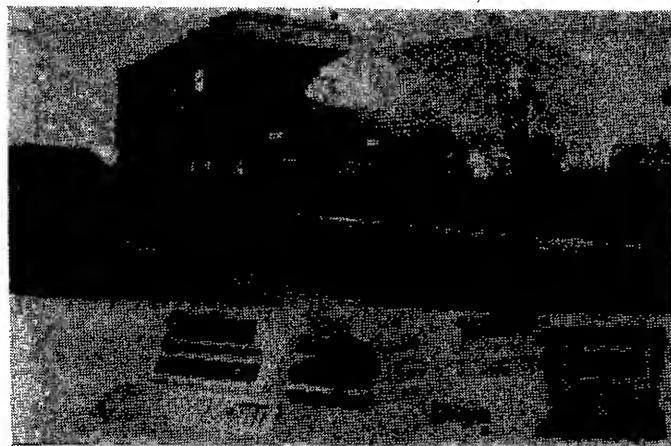
[F. No. WM-21(200)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 30 नवम्बर, 2006

का. आ. 4998.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स दिव्या स्केल मेनुफेक्चरिंग वर्क्स, बी-23, मनोहर विला, निकोल नरोडा रोड, नवा नरोडा, अहमदाबाद द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “डी सी सी-30 टी 5” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेन्निज कनवर्जन किट प्रकार) के मॉडल का, जिसके ब्रांड का नाम “दिव्या” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/539 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (वेन्निज कनवर्जन किट प्रकार) है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शात प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ड्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही येक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि. ग्रा. या उसके अधिक के “ई” मान के लिए 500 से $10,000$ तक की रेंज में यापमान अन्तराल (एन) सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

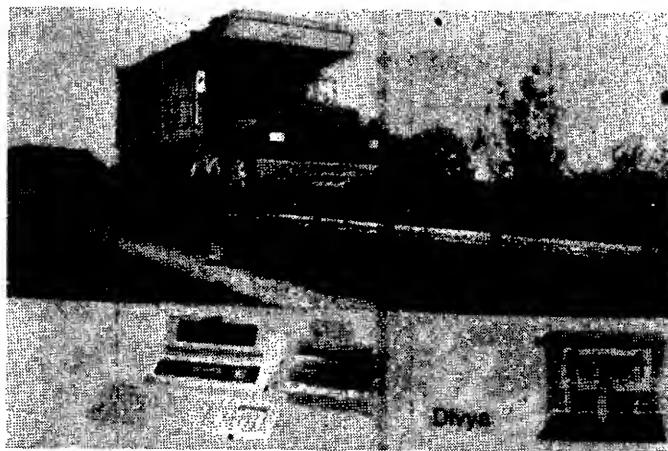
[फा. सं. डब्ल्यू एम-21(209)/2006]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 4998.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Conversion Kit for Weighbridge) with digital indication of "DCC-30T5" series belonging to medium accuracy (Accuracy class-III) and with brand name "DIVYA" (hereinafter referred to as the said model), manufactured by M/s. Divya Scale Mfg. Works, B-23, Manohar Villa, Nikol Naroda Road, New Naroda, Ahmedabad and which is assigned the approval mark IND/09/06/539;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Conversion Kit for Weighbridge) with a maximum capacity of 30 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model have been manufactured.

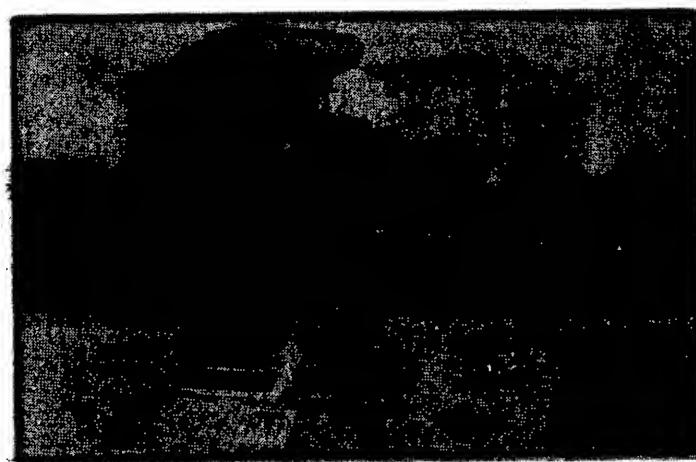
[F. No. WM-21(209)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

गई दिल्ली, 30 नवम्बर, 2006

का, आ, 4999.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वाणित मॉडल (वीचे दी गई आकृति देखें) बाट और माप मालक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मालक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल व्यार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स दिव्या न्यूफोन कॉर्पोरेशन लाइसेंस, वी-23, मनोहर निला, निकोल नरोडा रोड, नवा नरोडा अहमदाबाद द्वारा विभिन्न मध्यम व्यार्थता (व्यार्थता वर्ग-III) बाले “डी-एफ सी-30 टी 5” शून्याला के अकेक सूचन सहित, अस्वचालित तोलन उपकरण (चेकिंग प्रकार) के मॉडल का, जिसके ब्रांड का नाम “‘दिव्या’” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन दिया आई एन डी/09/06/538 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का सोड सेल आधारित अस्वचालित तोलन उपकरण (चेकिंग प्रकार) है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। स्लिपावन मापमान अन्तराल (ई) का यान 5 कि. ग्रा. है। इसमें एक आधेयतुलन सुचित है जिसका शान प्रतिशत व्यवकलनात्मक आधित अवधेयतुलन प्रभाव है। प्रकारा उत्सर्जक डायोड (एल ई डी) प्रदर्श चारियम उपदस्ति करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रवाहकार्य क्षमता विसृत प्रदाय पर कार्य करता है।

स्लाइपिंग प्लेट के मुद्रांकन के अतिरिक्त मरीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी समझी, व्यार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनियोग द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विभिन्नता किया गया है, विभिन्नत उसी शून्याला के बैसे ही ब्रेक, व्यार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि. ग्रा. या उसके अधिक के “ई” भान के लिए 500 से 10,000 टक की रेंज में मापमान अन्तराल (एन)-सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता बासे हैं और “ई” भान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो अन्तर्कर्त या व्यवहारिक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(209)/2006]

आर माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 4999.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (weighbridge type) with digital indication "DFC-30T5" series belonging to medium accuracy (Accuracy class III) and with brand name "DIVYA" (hereinafter referred to as the said Model), manufactured by M/s. Divya Scale Mfg. Works, B-23, Manohar Villa, Nikol Naroda Road, New Naroda, Ahmedabad and which is assigned the approval mark IND/09/06/538.



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 30 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

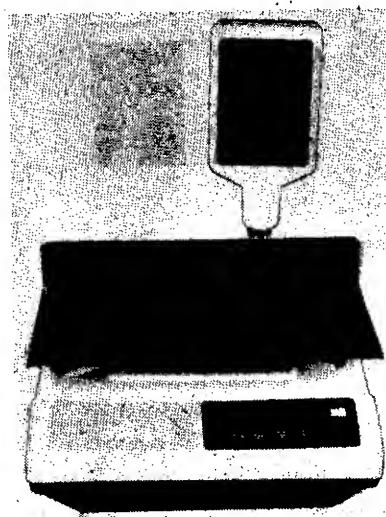
[F. No. WM-21(209)/2006]

R. MATHURBOOTHAM, Director Legal Metrology

नई दिल्ली, 30 नवम्बर, 2006

का. आ. 5000.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप है और इस बात की सम्भावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपर बैंग सिस्टम, 187-ए, हापुर रोड, गुरुद्वारे के पास, गाजियाबाद-201001, 30 प्र० द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “एस.पी.टी.” शृंखला के अंकक सूचन सहित, अस्वाचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके बांड का नाम “सुपर टेक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/542 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित (टेबल टोप प्रकार) अस्वाचालित तोलन उपकरण है इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिये 5000 से 50000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

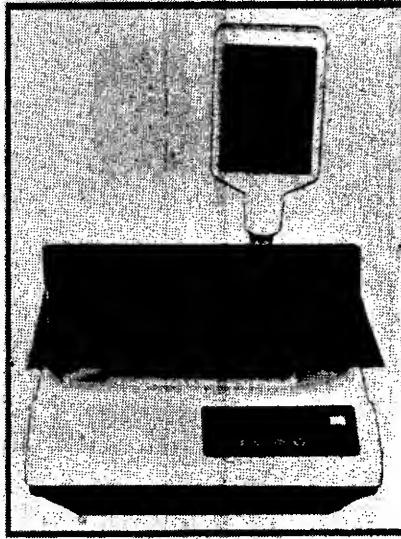
[फा. सं. डब्ल्यू एम 21(210)/2006]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 5000.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table Top Type) with digital indication of "SPT" series of high accuracy (Accuracy class-II) and with brand name "SUPER TECH" (herein referred to as the said Model), manufactured by M/s. Super Weighing System, 187-A, Hapur Road, Near Gurudwara, Ghaziabad- 201001 U.P. and which is assigned the approval mark IND/09/06/542;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30 Kg. and minimum capacity of 100 kg. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity 50 Kg. and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5000 to 50,000 'e' value for value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

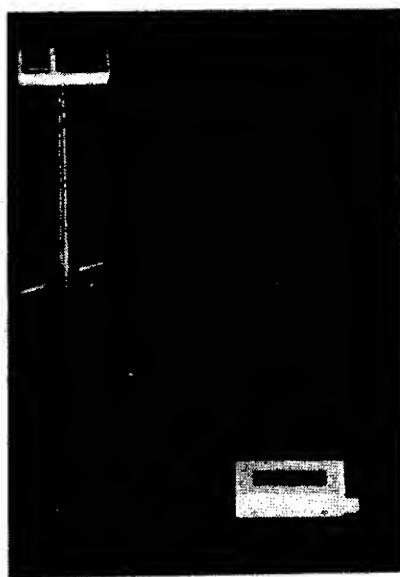
[F.No. WM-21(210)/2006]

R. MATHURBOOTHAM, Director Legal Metrology

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 5001.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सुपर ऐंडिंग सिस्टम, 187-ए, हापुड रोड, गुरुद्वारे के पास, गाजियाबाद-201001, उ.प्र. द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “एस पी पी” शृंखला-के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “सुपर टेक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/543 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्मिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो। मि.ग्रा. से 50 मि. ग्रा. तक “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

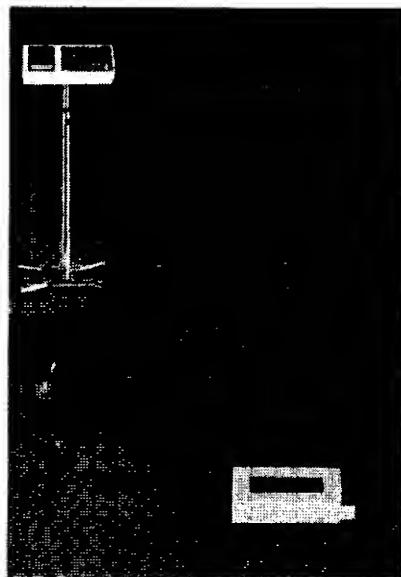
[फा. सं. डब्ल्यू एम-21(210)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th November, 2006

S.O. 5001.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of "SPP" series of high accuracy (Accuracy class II) and with brand name "SUPER TECH" (herein referred to as the said Model), manufactured by M/s. Super Weighing System, 187-A, Hapur Road, Near Gurudwara, Ghaziabad-201001, U.P. and which is assigned the approval mark IND/09/06/543;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 5 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, and performance and of same series with maximum capacity range above 50 kg. and up to 5000 kg. and with number of verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 50000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved Model has been manufactured.

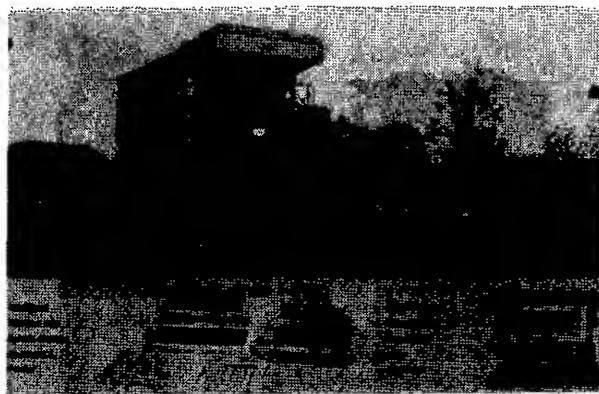
[F. No. WM-21(210)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 1 दिसम्बर, 2006

का,आ. 5002.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्युक्तों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अलेकजंडर स्केल क., नं. 1115/1, पंकोरनाका, अहमदाबाद-1, गुजरात द्वारा विनिर्मित भृंखला (यथार्थता वर्ग-III) वले “ए एस डब्ल्यू” भृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके छांड का नाम “ए एस सी ओ” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/393 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, 50 हर्टज प्रत्याकर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्पिंग प्लेट के मुद्रांकन के अविरक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी भृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 5 टन से अधिक और 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

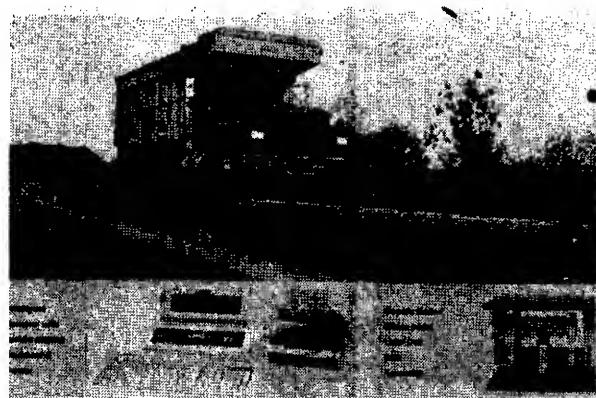
[फा. सं. डब्ल्यू एम-21(92)/2006]

आर. माधुरदूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 1st December, 2006

S.O. 5002.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weigh ridge type) with digital indication of medium accuracy (Accuracy class III) of series "ASW" and with brand name "ASCO" (hereinafter referred to as the said Model), manufactured by M/s. Alexandra Scale Co., No. 1115/1, Pankornaka, Ahmedabad-1, Gujarat and which is assigned the approval mark IND/09/06/393;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 30 tonne and minimum capacity of 100 kg. The verification scale interval (c) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg. or more and with 'c' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(92)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5003.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वी.एम. इंडस्ट्रीज, एस. टी. बस स्टैंड के पास, महुआ रोड, सावरकुड़ला-364515, गुजरात द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) वाले “वी एम आई” शृंखला के अनालोग सूचन सहित अस्यचालित तोलन उपकरण (लटकाने वाले स्लिंग बैलेंस) के मॉडल का, जिसके ग्रांड का नाम “डी वी आई के” है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/546, समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल (नीचे दी गई आकृति देखें) स्लिंग आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 100 कि.ग्रा. और न्यूनतम क्षमता 5 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 500 ग्रा. है। परिणाम प्रदर्शित करने के लिये डायल पर एक पाइंटर लगा है।

स्लिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहली या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 100 से 1000 तक की रेंज में मापमान अंतराल (एन) सहित 5 कि. ग्रा. से अधिक और 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

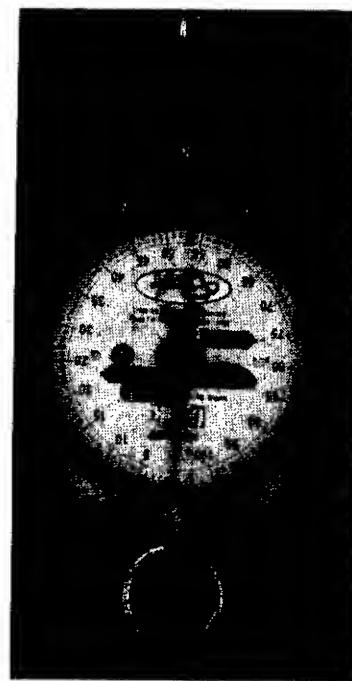
[फा. सं. डब्ल्यू एम-21(152)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th December, 2006

S.O. 5003.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument with analogue indication (Hanging type spring Balance) of "VMI" series of ordinary accuracy (Accuracy class-III) and with brand name "DVIK" (hereinafter referred to as the said Model), manufactured by M/s. V.M. Industries, Near S.T. Bus Stand, Mahuva Road, Savarkundla-364515, Gujarat and which is assigned the approval mark IND/09/06/546;



The said Model (see the figure given below) is a spring based weighing instrument with a maximum capacity of 100kg. and minimum capacity of 5 kg. The verification scale interval (e) is 500 g. The results of measurement are indicated by the pointer on dial.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of same make, accuracy and performance of same series with maximum capacity in the range of 5kg. to 500 kg. and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g. or more and with 'c' value of 1×10^k , 2×10^k or 5×10^k , 'k' being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said Model has been manufactured.

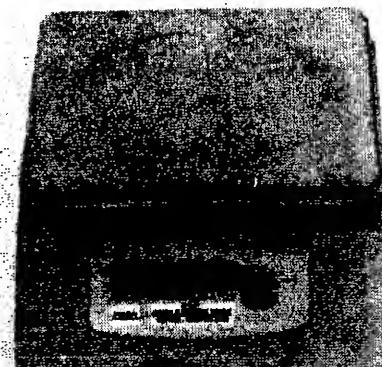
[F. No. WM-21(152)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 19 दिसम्बर, 2006

का.आ. 5004.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हुण्डई इलैक्ट्रॉनिक बेट इंस्ट्रुमेंट, 144, कामगार नगर, नव्दनवन, नागपुर, महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-11) वाले “एच टी टी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ग्रांड का नाम “हुण्डई” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/06/414 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गैज प्रकार का भार सेल आधारित अस्वचालित (टेबलटॉप प्रकार) तोलन उपकरण है। जो अंकक सूचन सहित भार सेल सिद्धांत पर कार्य करता है। इसकी अधिकतम क्षमता 11 कि.ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और उक्त मॉडल को उसकी बिक्री से पूर्व अथवा बाद में सामग्री, यथार्थता, डिजाइन, सर्किंट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक “ई” मान के लिए 100 से 5,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(130)/2006]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 19th December, 2006

S.O. 5004.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of High accuracy (Accuracy class-II) of series-“HTT” and with brand name “HUNDALI” (hereinafter referred to as the said Model), manufactured by M/s. Hyundai Electronic Weight Instrument, 144, Kamgar Nagar, Nandanvan, Nagpur, Maharashtra and which is assigned the approval mark IND/09/06/414;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) working on the principle of load cell with digital indication of maximum capacity of 11kg and minimum capacity of 50 g. The verification scale interval (e) is 1g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing is done to prevent the opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50 kg, and with number of verification scale interval (n) in the range of 100 to 50,000 for ‘e’ value of 1mg to 50 mg. and with number of verification scale interval (n) in the range of 500 to 50,000 for ‘e’ value of 100 mg. or more and with ‘e’ value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

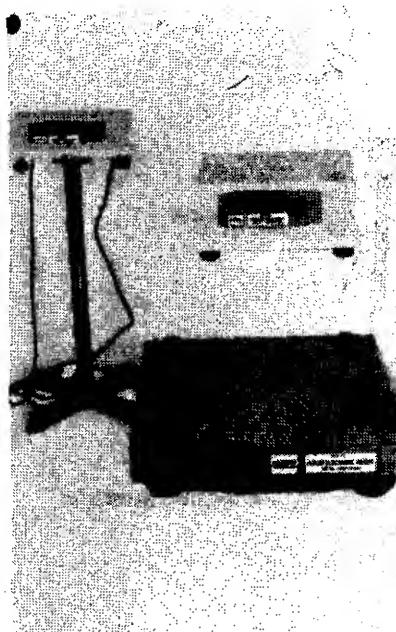
[F. No. WM-21(130)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 19 दिसम्बर, 2006

का.आ. 5005.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में बर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हुण्डई इलैक्ट्रॉनिक वेट इंस्ट्रुमेंट, 144, कामगार नगर, नन्दनवन, नागपुर, महाराष्ट्र द्वारा विनिर्भृत मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एच पी एफ" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ग्रांड का नाम "हुण्डई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/415 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गैज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है जो अंकक सूचन सहित भार सेल सिद्धांत पर कार्य करता है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और उक्त मॉडल को उसकी बिक्री से पूर्व अथवा बाद में सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों के संबंध में परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्भाता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्भृत उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 ग्रा. या उससे अधिक "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मान सहित 50 कि.ग्रा. से अधिक और 50,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

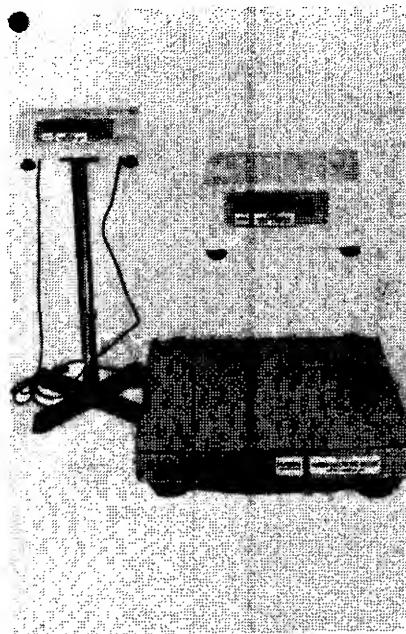
[फा. सं. डब्ल्यू एम-21(130)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 19th December, 2006

S.O. 5005.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series-“HPF” and with brand name “HUNDAL” (hereinafter referred to as the said Model), manufactured by M/s. Hyundai Electronic Weight Instrument, 144, Kamgar Nagar, Nandanvan, Nagpur, Maharashtra and which is assigned the approval mark IND/09/06/415;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) working on the principle of load cell with digital indication of maximum capacity of 1000 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing is done to prevent the opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit, diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity above 50 kg. and upto 5000 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g or more and with ‘e’ value 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(130)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

(भारतीय मानक ब्यूरो)
नई दिल्ली, 15 दिसम्बर, 2006

का.आ. 5006.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2418 (भाग 2) : 1977 स्पेशिफिकेशन फोर टेब्लोलर फोलोरसेंट लैमप फोर सामान्य लाईटिंग सेवाएं भाग: 2 मानक लैमप डाटा शीट (पहला पुनरीक्षण)	3 मार्च, 2006	27 नवम्बर, 2006

इस भारतीय संशोधन की प्रतियोगी भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनंतपुरम में विक्री हेतु उपलब्ध हैं।

[सं. : ईटी 23/टी-21]

पी. के. मुखर्जी, वैज्ञा. 'एफ' एवं प्रमुख (विद्युत तकनीकी)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 15th December, 2006

S.O. 5006.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 2418 (Part 2) : 1977 Specification for Tubular Fluorescent Lamps for General Lighting Service : Part 2 Standard Lamp Data Sheets (First Revision)	3 March, 2006	27 November, 2006

Copy of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 23/T-21]

P. K. MUKHERJEE, Sc. 'F'. & Head (Elec. Technical)

नई दिल्ली, 18 दिसम्बर, 2006

का.आ. 5007.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15703 : 2006/ आईएसओ 4498 : 2005-कठोर धातुओं को छोड़कर	—	30-11-2006

सिंटरित धातु सामग्रियां आभासी कठोरता
एवं सूक्ष्म कठोरता ज्ञात करना

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : एमटीडी 254/टी-77]

डा. (श्रीमति) स्नेह भाटला, वैज्ञा. 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 18th December, 2006

S.O. 5007.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15703 : 2006/ISO 4498 : 2005 Sintered metal materials, excluding hardmetals-Determination of apparent hardness and microhardness	—	30-11-2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 254/T-277]

Dr. (Mrs.) SNEH BHATLA, Scientist 'F.' & Head (Met. Engg)

नई दिल्ली, 20 दिसम्बर, 2006

का.आ. 5008.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (को) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15725 : 2006 स्वचल टायर-क्यूरिंग आवरण-अतिप्रक्रिया	—	30 नवम्बर, 2006
2.	आई एस 15730 : 2006 दुपहिया और तिपहिया वाहनों के लिए एसी फलेशर	—	30 नवम्बर, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : टीईडी/जी-16]

राकेश कुमार, वैज्ञा. 'एफ' एवं प्रमुख (टी ई डी)

New Delhi, the 20th December, 2006

S.O. 5008.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	Year & title of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15725 : 2006 Automotive Tyres-tyre Curing Envelop-Cold Process	—	30 Nov., 2006
2.	IS 15730 : 2006 ac Flashers for 2 and 3 wheelers	—	30 Nov., 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. TED/G-16]

RAKESH KUMAR, Scientist 'F' & Head (Transport Engg)

नई दिल्ली, 20 दिसम्बर, 2006

का.आ. 5009.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन सागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 733 : 1983—सापान्य इंजीनियरी प्रयोजनों के लिए पिटर्वॉ ऐल्युमिनियम एवं ऐल्युमिनियम मिश्रधातु के सरीये, छड़े एवं सेक्शन—विशिष्ट (तीसरा पुनरीक्षण)	संशोधन संख्या 1, दिसम्बर, 2006	29 दिसम्बर, 2006

इन भारतीय संशोधनों की प्रतियों भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 7/टी-15]

डा. (श्रीमति) स्नेह भाटला, वैज्ञा. 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 20th December, 2006

S.O. 5009.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 733 : 1983—Specification for Wrought Aluminium and Aluminium Alloy Bars, Rods and Sections (For General Engineering Purposes) (Third Revision)	Amendment No. 1 December, 2006	29 December, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 7/T-15]

Dr. (Mrs.) SNEH BHATLA, Sc. 'F.' & Head (MTD)

नई दिल्ली, 20 दिसम्बर, 2006

का.आ. 5010.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधि सूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे रद्द कर दिए गए हैं और वापस ले लिये गये हैं :—
अनुसूची

क्रम संख्या	रद्द किये गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) में का.आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आई एस 6065 (भाग 1) : 1985 नदी धारी परियोजनाओं के लिए भूवैज्ञानिक और भूतकनीकी मानविक्री को तैयार करने की अनुशंसाएँ भाग 1 स्केल (प्रथम पुरीक्षण)	का.आ. 1525 दिनांक : 2-6-90	आई एस : 15686 : 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : डब्लू आर डी 5/टी-8]

ए.एम. डेविड, मुख्यमंत्री, वैज्ञ. 'ई'. एवं निदेशक (जल संसाधन विभाग)

New Delhi, the 20th December, 2006

S.O. 5010.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is, hereby notified that the Indian Standards particulars of which are given in the Schedule hereto annexed have been cancelled and stand withdrawn.

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Cancelled	S.O. No. & Date published in the Gazette of India Part-II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 6065 (Part 1) : 1985 Recommendations for the Preparation of Geological and Geotechnical Maps for River Valley Project : Part 1 Scales (First Revision)	S.O. 1525 dated 2-6-90	Superseded by IS 15686 : 2006

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. WRD 5/T-8]

A.M. DAVID, Sc. 'E', Director (Water Resources Dept.)

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 5011.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या संख्या और वर्ब	संशोधन की संख्या और तिथि (3)	संशोधन लागू होने की तिथि (4)
(1)	(2)	
1. आई एस 14724 : 1999 जल परिशोधक यंत्र-पराईगनी रोगाणुनाशक सहित— विशिष्टि	संशोधन संख्या नं. 2, अक्टूबर, 2006	31 दिसम्बर, 2006

इस संशोधनों की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[सं. सीएचडी 13/आई एस-14724]

डा. यू. सी. श्रीवास्तव, वैज्ञा. 'एफ', निदेशक एवं प्रमुख (रसायन)

New Delhi, the 27th December, 2006

S.O. 5011.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standard, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 14724 : 1999 Water Purifiers with Ultraviolet Disinfection—Specification	Amendment No. 2, October, 2006	31 December, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD/13/IS-14724]

Dr. U.C. SRIVASTAVA, Sc. 'F', Director & Head (Chemical)

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 5012.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
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(1)	(2)	(3)	(4)
1.	आई एस 2012 : 2006 रेड फॉस्फोरस विशिष्टि (पहला पुनरीक्षण)	—	31 अक्टूबर, 2006

इस भारतीय मानक की प्रतिवर्ती भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में विक्री होने उपलब्ध हैं।

[सं. सी एच डी 26/आई एस 2012]

डा. यू.सी. श्रीवास्तव, वैज्ञा. 'एफ' निदेशक एवं प्रमुख (रसायन)

New Delhi, the 27th December, 2006

S.O. 5012.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 2012 : 2006 Red Phosphorous- Specification (First Revision)	—	31 October, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Punc, Thiruvananthapuram.

[No. CHD 26/IS 2012]

Dr. U.C. SRIVASTAVA, Sc. 'F' Director & Head (Chemical)

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 5013.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3025 (भाग 62) : 2006. जल और अपशिष्ट जल के नमूने लेने तथा परीक्षण (भौतिक एवं रसायनिक) की पद्धतियाँ भाग 62 टेनिस (प्रथम पुनरीक्षण)	—	31 अक्टूबर, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 32/आई एस 3025 भाग (2)]

डा. यू.सी. श्रीवास्तव, वैज्ञा. 'एफ' निदेशक एवं प्रमुख (रसायन)

New Delhi, the 27th December, 2006

S.O. 5013.—In pursuance of clause (b) of Sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 3025 (Part 62) : 2006 Methods of Sampling and Test (Physical and Chemical) for Water and Wastewater Part 62 Tannins. (First Revision)	—	31 October, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. : CHD 32/IS 3025 (Part 62)]

Dr. U.C. SRIVASTAVA, Sc. 'F'. Director & Head (Chemical)

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 5014.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वाग्रा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 5182 (भाग 6) : 2006 वायु प्रदूषण मापने की पद्धति भाग 6 नाइट्रोजन के ऑक्साइड (पहला पुनरीक्षण)	—	30 नवम्बर, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : सी एच डी 32/आई एस 5182 (भाग 6)]

डा. यू.सी. श्रीवास्तव, वैज्ञा. 'एफ' निदेशक एवं प्रमुख (रसायन)

New Delhi, the 27th December, 2006

S.O. 5014.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & year of the Indian Standard Established	No. & year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 5182 (Part 6) : 2006 Methods for Measurement of Air Pollution Part 6 Oxides of Nitrogen (First Revision)	—	30 November, 2006

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. : CHD 32/IS 5182 (Part 6)]

Dr. U.C. SRIVASTAVA, Sc. 'F'. Director & Head (Chemical)

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 5015.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, कों संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)

1.	आई एस 5182 (भाग 11) : 2006 वायु प्रदूषण मापन की पद्धतियाँ भाग 11 वैजीन, टॉल्यून एवं जाइलीन (बी टी एक्स) (दूसरा पुनरीक्षण)	—	30 सितम्बर, 2006
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इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शास्त्र कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तपुरम में विक्री होते उपलब्ध हैं।

[सं. सी एच डी 32/आई एस 5182 (भाग 11)]

डा. यू.सी. श्रीवास्तव, वैज्ञ. 'एफ' निदेशक एवं प्रमुख (रसायन)

New Delhi, the 27th December, 2006

S.O. 5015.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & year of the Indian Standard Established	No. & year of Indian Standards, if any Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 5182 (Part 11): 2006 Methods for Measurement of Air Pollution Part 11 Benzene, Toluene and Xylene (BTX) (First Revision)	—	30 September, 2006

Copy of this Standard available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 32/IS 5182 (Part 11)]

Dr. U.C. SRIVASTAVA, Sc. 'F'. Director & Head (Chemical)

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 28 दिसम्बर, 2006

का.आ. 5016.—जबकि केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि नुमलीगढ़ रिफाइनरी लिमिटेड को प्राकृतिक गैस आपूर्ति के लिये दुलियाजान से नुमलीगढ़ जिला गोलाघाट तक आसाम गैस कम्पनी लिमिटेड, दुलियाजान द्वारा पाइपलाइन बिछायी जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये इसके साथ उपायदृढ़ अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित करती है।

उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिये आपत्ति और सुझाव सक्षम अधिकारी नामतः जिला उपायुक्त शिवसागर, असम को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकता है।

और ऐसी आपत्ति और सुझाव देने वाला हर व्यक्ति यह भी बताएगा कि क्या वह अपनी सुनवाई व्यक्तिगत रूप से चाहता है अथवा किसी विधि व्यवसायी के माध्यम से।

अनुसूची

जिला: शिवसागर

राज्य : असम

क्रम सं.	गांव का नाम	सर्कल	मौजा	पट्टा नं.	दाग नं.	क्षेत्रफल		
						बीघा	करटा	लुसा
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	मोरान चांगमाई गांव	मोहमारा	खालोइघो- घोरा	मियादी पट्टा नं. 101 मियादी पट्टा नं. 141 सरकार मियादी पट्टा नं. 75 मियादी पट्टा नं. 45 मियादी महात्व नं. 45 मियादी पट्टा नं. 45	299 303 304 305 445 446 447	0 0 0 0 0 0 0	0 1 0 1 1 1 1	9 9 4 5 19 13 13

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
पोरान	चांगमाई	मोहमारा	खालोइधो	मियादी पट्टा नं. 142	448	0	0	14
गांव			-धोरा	मियादी पट्टा नं. 59	461	0	2	11
				मियादी पट्टा नं. 149	611	0	1	11
				कुल :		2	3	8
2.	सेसापुखरी हावी	मोहमारा	खालोइधो-	सरकार	27	0	1	1
	गांव		-धोरा	मियादी पट्टा नं. 51	30	0	1	14
				मियादी पट्टा नं. 66	35	0	3	9
				सरकार	41	0	0	7
				सरकार	42	0	3	9
				मियादी पट्टा नं. 31	44	0	2	14
				मियादी पट्टा नं. 9	45	0	0	7
				मियादी पट्टा नं. 9	47	0	0	6
				मियादी पट्टा नं. 68	48	0	0	7
				मियादी पट्टा नं. 68	49	0	0	15
				मियादी पट्टा नं. 31	50	0	2	3
				मियादी पट्टा नं. 31	51	0	0	10
				एकासना पना	57	0	0	10
				मियादी पट्टा नं. 85	59	0	0	7
				सरकार	61	0	0	5
				सरकार	62	0	0	8
				मियादी पट्टा नं. 5	115	0	1	19
				सरकार	315	4	1	11
				एकासना पत्ता	328	0	0	15
				मियादी पट्टा नं. 43	335	0	0	6
				मियादी पट्टा नं. 29	338	0	0	13
				मियादी पट्टा नं. 21	341	0	1	9
				मियादी पट्टा नं. 23	344	0	0	7
				मियादी पट्टा नं.	346	0	0	8
				मियादी पट्टा नं. 21	348	0	0	16
				कुल :		9	1	16
3.	काकारामारा	मोहमारा	मोहमारा	मियादी पट्टा नं. 76	10	0	1	8
	बगीचा भाग-2			मियादी पट्टा नं. 76	12	0	1	19
				मियादी पट्टा नं. 76	13	0	1	6
				मियादी पट्टा नं. 76	14	0	0	9
				एकासना	39	0	0	15
				मियादी पट्टा नं. 61	44	0	0	9
				मियादी पट्टा नं. 25	45	0	1	14
				मियादी पट्टा नं. 42	46	0	0	12
				मियादी पट्टा नं. 25	47	0	1	6
				सरकार	93	0	0	6
				सरकार	395	0	0	6
				मियादी पट्टा नं. 3	409	0	0	10
				मियादी पट्टा नं. 25	410	0	0	16
				कुल :		2	0	16

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	मोउतगांव	मोहमारा	खालोइचो-	मियादी पट्टा नं. 142	568	0	3	7
	भाग-2		ओरा	मियादी पट्टा नं. 30	857	1	1	0
				मियादी पट्टा नं. 173	588	0	0	2
				मियादी पट्टा नं. 30	678	0	3	11
				मियादी पट्टा नं. 173	679	1	1	9
				मियादी पट्टा नं. 114	680	0	1	2
				कुल :	4	0	11	
5.	बोरबीलगांव	डिमी	बोकाता	मियादी पट्टा नं. 48	463	0	3	14
	भाग-2			एकासना	469	0	2	11
				एकासना	470	0	0	15
				मियादी पट्टा नं. 48	471	0	2	15
				एकासना	477	0	0	4
				कुल :	1	4	19	
6.	कुजीबली नाजिरा	हंरारा		मियादी पट्टा नं. 78	68	0	6	16
	हावी गांव			मियादी पट्टा नं. 7	69	0	1	1
				मियादी पट्टा नं. 61	70	0	0	3
				सरकार	80	0	0	13
				मियादी पट्टा नं. 61	265	0	0	7
				मियादी पट्टा नं. 7	268	0	0	15
				मियादी पट्टा नं. 82	278	0	1	3
				मियादी पट्टा नं. 18	279	0	0	5
				मियादी पट्टा नं. 18	280	0	2	10
				मियादी पट्टा नं. 82	281	0	0	15
				मियादी पट्टा नं. 82	283	0	0	3
				कुल :	2	1	11	
7.	मोथायासिंगा	नाजिरा	जोकटोली	सरकार	944	0	1	2
	गांव			एकसना पट्टा	946	0	1	17
				सरकार	947	0	1	1
				एकसना पट्टा	955	0	1	8
				मियादी पट्टा नं. 22	956	0	0	2
				मियादी पट्टा नं. 250	1001	0	0	15
				मियादी पट्टा नं. 94	1332	0	0	2
				सरकार	1395	0	0	5
				सरकार	1491	0	1	0
				कुल :	1	2	12	
8.	मोयामरागांव	नाजिरा	हैंसरा	मियादी पट्टा नं. 50	42	0	1	0
				कुल :	0	1	0	
9.	डिमोवालगांव	शिवसागर	बेटबाडी	मियादी पट्टा नं. 77	141	0	0	17
				मियादी पट्टा नं. 77	142	0	0	2
				मियादी पट्टा नं. 5	144	0	1	17
				मियादी पट्टा नं. 37	145	0	1	0

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
9.	डिमोवालगाँव	शिवसागर	बेटबाड़ी	मियादी पट्टा नं. 32	147	0	0	2
				मियादी पट्टा नं. 32	148	0	1	4
				मियादी पट्टा नं. 47	150	0	0	17
				मियादी पट्टा नं. 47	151	0	0	5
				मियादी पट्टा नं. 79	152	0	0	6
				मियादी पट्टा नं. 119	153	0	0	10
				मियादी पट्टा नं. 90	154	0	1	4
				मियादी पट्टा नं. 79	155	0	0	6
				मियादी पट्टा नं. 4	156	0	0	2
				मियादी पट्टा नं. 90	157	0	0	2
				मियादी पट्टा नं. 90	159	0	0	19
				मियादी पट्टा नं. 90	160	0	0	14
				मियादी पट्टा नं. 90	161	0	0	2
				मियादी पट्टा नं. 90	162	0	1	2
				मियादी पट्टा नं. 90	163	0	1	4
				मियादी पट्टा नं. 11	164	0	1	9
				मियादी पट्टा नं. 90	215	0	0	13
				मियादी पट्टा नं. 90	737	0	0	8
कुल :					3	0	5	
10.	खेलुवा गाँव	शिवसागर	बेटबाड़ी	मियादी पट्टा नं. 146	182	0	1	3
				मियादी पट्टा नं. 100	962	0	2	11
				सरकार	965	0	2	8
				मियादी पट्टा नं. 180	966	0	0	11
				मियादी पट्टा नं. 61	968	0	0	9
				मियादी पट्टा नं. 100	973	0	2	19
				मियादी पट्टा नं. 61	974	0	1	17
				सरकार	986	0	2	0
				सरकार	987	0	1	6
कुल :					3	0	4	
11.	चावडांगाँव	आमगुड़ी	गोधूलिबजार	मियादी पट्टा नं. 140	20	0	0	10
				मियादी पट्टा नं. 201	21	0	0	11
				मियादी पट्टा नं. 50	22	0	0	5
				मियादी पट्टा नं. 196	30	0	0	15
				मियादी पट्टा नं. 140	31	0	4	5
				मियादी पट्टा नं. 210	32	1	1	0
				मियादी पट्टा नं. 140	33	0	0	15
				मियादी पट्टा नं. 251	36	0	0	10
कुल :					2	3	11	
12.	कुकुरासुआ गाँव	आमगुड़ी	होलगुरी	मियादी पट्टा नं. 137	72	0	2	13
				मियादी पट्टा नं. 86	73	0	2	19
				मियादी पट्टा नं. 70	1232	0	0	5
कुल :					1	0	17	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	सेनसुआ गाँव	आमगुड़ी	होलगुरी	मियादी पट्टा नं. 284	414	0	0	5
				मियादी पट्टा नं. 225	416	0	1	13
				मियादी पट्टा नं. 222	417	0	1	8
				मियादी पट्टा नं. 122	418	0	1	0
				मियादी पट्टा नं. 68	421	0	1	12
				मियादी पट्टा नं. 284	422	0	0	4
				मियादी पट्टा नं. 3	424	0	4	5
				मियादी पट्टा नं. 64	429	0	0	12
				मियादी पट्टा नं. 2	1079	0	1	4
				मियादी पट्टा नं. 344	1220	0	0	4
				मियादी पट्टा नं. 344	1222	0	0	9
				मियादी पट्टा नं. 344	1227	0	0	5
				कुल :		2	3	1

[फा. सं. ओ-12016/69/2006/ओ.एन.जी.डी.-III]

एम. मार्टिन, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 28th December, 2006

S.O. 5016.—Whereas it appears to the Central Government that it is necessary for supply of natural gas to Numoligarh Refinery Limited (NRL) in the district of Golaghat, Assam, pipeline should be laid from Duliajan to Numoligarh by Assam Gas Company Limited, Duliajan.

And whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the Right of User in Land described in the schedule annexed hereto.

Now, therefore in exercise of the powers conferred by Sub-Section (1) of Section 3 of the Petroleum Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the said land may within 21 days from the date of this notification send objections and suggestions to the laying of the pipeline under the land to the competent authority, namely the Deputy Commissioner, Sivasagar District, Sivasagar, Assam.

And every person making such objections and suggestions may also state whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

District : Sivasagar

State : Assam

Sl. No.	Name of Village	Circle	Mouza	Patta No.	Dag No.	AREA		
						B	K	L Remark
1.	Moran Changmai	Mahmora	Khaloighogora	P.P. No. 101	299	0	0	9
				P.P. No. 141	303	0	1	9
				Waste land	304	0	0	4
				P.P. No. 75	305	0	1	5
				P.P. No. 45	445	0	1	19
				P.P. No. 45	446	0	1	13
				P.P. No. 45	447	0	1	13

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	Mout gaon P-II	Mahmora	Khaloighogora	P.P. No. 142	568	0	3	7
				P.P. No. 30	587	1	1	0
				P.P. No. 173	588	0	0	2
				P.P. No. 30	678	0	3	11
				P.P. No. 173	679	1	1	9
				P.P. No. 114	680	0	1	2
				Total Area :	4	0	11	
5.	Borbil gaon	Demow	Bokota	P.P. No. 48	463	0	3	14
				Annual	469	0	2	11
				Annual	470	0	0	15
				P.P. No. 48	471	0	2	15
				Annual	477	0	0	4
				Total Area :	1	4	19	
6.	Kujibali Havi gaon	Nazira	Hansara	P.P. No. 78	68	0	6	16
				P.P. No. 7	69	0	1	1
				P.P. No. 61	70	0	0	3
				Waste land	80	0	0	13
				P.P. No. 61	265	0	0	7
				P.P. No. 7	268	0	0	15
				P.P. No. 82	278	0	1	3
				P.P. No. 18	279	0	0	5
				P.P. No. 18	280	0	2	10
				P.P. No. 82	281	0	0	15
				P.P. No. 82	283	0	0	3
				Total Area :	2	1	11	
7.	Mothayasiga gaon	Nazira	Jouktoli	Waste land	944	0	1	2
				Annual	946	0	1	17
				Waste land	947	0	1	1
				Annual	955	0	1	8
				P.P. No. 22	956	0	0	2
				P.P. No. 250	1001	0	0	15
				P.P. No. 94	1332	0	0	2
				Waste land	1395	0	0	5
				Waste land	1491	0	1	0
				Total Area :	1	2	12	
8.	Moiramora gaon	Nazira	Hansara	P.P. No. 50	42	0	1	0
				Total Area :	0	1	0	
9.	Demowal gaon	Sivasagar	Batbari	P.P. No. 77	141	0	0	17
				P.P. No. 77	142	0	0	2
				P.P. No. 5	144	0	1	17

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
9.	Demowal gaon	Sivasagar	Batbari	P.P. No. 37	145	0	1	0
				P.P. No. 32	147	0	0	2
				P.P. No. 32	148	0	1	4
				P.P. No. 47	150	0	0	17
				P.P. No. 47	151	0	0	5
				P.P. No. 79	152	0	0	6
				P.P. No. 119	153	0	0	10
				P.P. No. 90	154	0	1	4
				P.P. No. 79	155	0	0	6
				P.P. No. 4	156	0	0	2
				P.P. No. 90	157	0	0	2
				P.P. No. 90	159	0	0	19
				P.P. No. 90	160	0	0	14
				P.P. No. 90	161	0	0	2
				P.P. No. 90	162	0	1	2
				P.P. No. 90	163	0	1	4
				P.P. No. 11	164	0	1	9
				P.P. No. 90	215	0	0	13
				P.P. No. 90	737	0	0	8
				Total Area :		3	0	5
10.	Kheluwa gaon	Sivasagar	Batbari	P.P. No. 146	182	0	1	3
				P.P. No. 100	962	0	2	11
				Waste land	965	0	2	8
				P.P. No. 180	966	0	0	11
				P.P. No. 61	968	0	0	9
				P.P. No. 100	973	0	2	19
				P.P. No. 61	974	0	1	17
				Waste land	986	0	2	0
				Waste land	987	0	1	6
				Total Area :		3	0	5
11.	Chawdang gaon	Amguri	Gadhulibazar	P.P. No. 140	20	0	0	10
				P.P. No. 201	21	0	0	11
				P.P. No. 50	22	0	0	5
				P.P. No. 196	30	0	0	15
				P.P. No. 140	31	0	4	5
				P.P. No. 210	32	1	1	0
				P.P. No. 140	33	0	0	15
				P.P. No. 251	36	0	0	10
				Total Area :		2	3	11
12.	Kukurasuwa gaon	Amguri	Hologuri	P.P. No. 137	72	0	2	13
				P.P. No. 86	73	0	2	19
				P.P. No. 70	1232	0	0	5
				Total Area :		1	0	17

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	Sensuwa gaon	Amguri	Hologuri	P.P. No. 284	414	0	0	5
				P.P. No. 225	416	0	1	13
				P.P. No. 222	417	0	1	8
				P.P. No. 122	418	0	1	0
				P.P. No. 68	421	0	1	12
				P.P. No. 284	422	0	0	4
				P.P. No. 3	424	0	4	5
				P.P. No. 64	429	0	0	12
				P.P. No. 2	1079	0	1	4
				P.P. No. 344	1220	0	0	4
				P.P. No. 344	1222	0	0	9
				P.P. No. 344	1227	0	0	5
				Total Area :		2	3	1

[F.No.O-12016/69/2006/ONGD-III]

M. MARTIN, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2006

का.आ. 5017.—जबकि केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि नुमलीगढ़ रिफाइनरी लिमिटेड को प्राकृतिक गैस आपूर्ति के लिये दुलियाजान से नुमलीगढ़ जिला गोलाघाट तक आसाम गैस कम्पनी लिमिटेड, दुलियाजान द्वारा पाइपलाइन बिछायी जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये इसके साथ उपबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित करती है।

उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिये आपत्ति और सुझाव सक्षम अधिकारी नामतः जिला उपायुक्त जोरहाट, असम को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकता है।

और ऐसी आपत्ति और सुझाव देने वाला हर व्यक्ति यह भी बताएगा कि क्या वह अपनी सुनवाई व्यक्तिगत रूप से चाहता है अथवा किसी विधि व्यवसायी के माध्यम से।

अनुसूची

जिला: जोरहाट

राज्य : असम

क्रम सं.	गांव का नाम	सर्काल	मौजा	पट्टा नं.	दाग नं.	क्षेत्रफल		
						बीघा	कट्टा	लुसा
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	चेतिया गांव	टियोक	लहिंग	मियादी पट्टा नं. 86	83	0	0	13
				मियादी पट्टा नं. 120	88	0	2	10
				मियादी पट्टा नं. 120	89	0	4	12
				मियादी पट्टा नं. 120	90	0	0	2
				मियादी पट्टा नं. 209	99	0	0	3
				मियादी पट्टा नं. 135	100	0	2	2
				मियादी पट्टा नं. 30	101	0	0	11

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
		चेतिया गाँव	टियोक	लहिंग	मियादी पट्टा नं. 86	102	0	1
					मियादी पट्टा नं. 102	111	0	1
					मियादी पट्टा नं. 27	112	0	0
					मियादी पट्टा नं. 120	113	0	1
					सरकार	1265	0	7
						कुल :	3	0
							5	
2.	1 नं. बासुन गाँव (भाग 1)	जोरहाट (पूर्व)	चारीगाँव		मियादी पट्टा नं. 122	579	0	2
					मियादी पट्टा नं. 212	584	0	3
					मियादी पट्टा नं. 175	643	0	1
					मियादी पट्टा नं. 437	651	0	0
					मियादी पट्टा नं. 174	652	0	0
					मियादी पट्टा नं. 249	706	0	0
					मियादी पट्टा नं. 435	711	0	2
					मियादी पट्टा नं. 435	712	0	0
					मियादी पट्टा नं. 76	713	0	0
					मियादी पट्टा नं. 435	766	0	0
					मियादी पट्टा नं. 582	767	0	0
					मियादी पट्टा नं. 582	768	0	1
					मियादी पट्टा नं. 529	798	0	1
					मियादी पट्टा नं. 5	799	0	1
					मियादी पट्टा नं. 249	800	0	0
					मियादी पट्टा नं. 68	801	0	0
					मियादी पट्टा नं. 561	814	0	0
					मियादी पट्टा नं. 561	815	0	1
					मियादी पट्टा नं. 561	816	0	1
					मियादी पट्टा नं. 6	817	0	0
					मियादी पट्टा नं. 6	818	0	1
					मियादी पट्टा नं. 249	819	0	0
					मियादी पट्टा नं. 367	831	0	0
					मियादी पट्टा नं. 367	832	0	0
					मियादी पट्टा नं. 555	833	0	0
					मियादी पट्टा नं. 434	877	0	1
					मियादी पट्टा नं. 364	878	0	0
					मियादी पट्टा नं. 321	879	0	0
					मियादी पट्टा नं. 484	880	0	1
					मियादी पट्टा नं. 367	881	0	0
					मियादी पट्टा नं. 322	882	0	0
					मियादी पट्टा नं. 7	883	0	10

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1 नं. बासुन गाँव (भाग-1)	ओरहाट (सूर्य)	चारीगाँव	मियादी पट्टा नं. 554	884	0	0	11	
			मियादी पट्टा नं. 322	901	0	0	8	
			मियादी पट्टा नं. 367	902	0	0	4	
			मियादी पट्टा नं. 484	903	0	0	2	
			मियादी पट्टा नं. 126	909	0	0	5	
			मियादी पट्टा नं. 266	915	0	0	5	
			मियादी पट्टा नं. 323	927	0	0	15	
			मियादी पट्टा नं. 498	988	0	1	0	
			मियादी पट्टा नं. 371	989	0	1	4	
			मियादी पट्टा नं. 629	1000	0	0	5	
			मियादी पट्टा नं. 7	1001	0	1	12	
			मियादी पट्टा नं. 530	1002	0	3	6	
			मियादी पट्टा नं. 372	1004	0	1	2	
			मियादी पट्टा नं. 530	1007	0	0	9	
			मियादी पट्टा नं. 441	1008	0	0	17	
			मियादी पट्टा नं. 309	1009	0	1	7	
			मियादी पट्टा नं. 440	1054	0	0	14	
			मियादी पट्टा नं. 442	1103	0	0	5	
			मियादी पट्टा नं. 185	1104	0	0	5	
			मियादी पट्टा नं. 602	1105	0	0	9	
			मियादी पट्टा नं. 572	1120	0	0	4	
			मियादी पट्टा नं. 375	1121	0	1	0	
			मियादी पट्टा नं. 602	1122	0	0	13	
			मियादी पट्टा नं. 203	1123	0	0	4	
			मियादी पट्टा नं. 328	1124	0	0	11	
			मियादी पट्टा नं. 31	562	0	1	10	
			मियादी पट्टा नं. 69	986	0	0	11	
			मियादी पट्टा नं. 327	1010	0	0	11	
			मियादी पट्टा नं. 329	1057	0	0	8	
			मियादी पट्टा नं. 530	1056	0	0	11	
			मियादी पट्टा नं. 441	1055	0	0	11	
			मियादी पट्टा नं. 252	555	0	0	3	
			मियादी पट्टा नं. 141	556	0	0	5	
			मियादी पट्टा नं. 143	558	0	1	8	
			मियादी पट्टा नं. 335	559	0	1	6	
कुल					10	4	3	
3. 1 नं. बासुनगाँव (भाग-2)	ओरहाट (सूर्य)	चारीगाँव	मियादी पट्टा नं. 351	1159	0	1	2	
			मियादी पट्टा नं. 424	1176	0	0	11	
			मियादी पट्टा नं. 411	1177	0	0	15	
			मियादी पट्टा नं. 351	1255	0	0	15	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1. नं. बासुनगाँव (भाग-2)	जोरहाट (पूर्व)	चारीगाँव		मियादी पट्टा नं. 427	1256	0	0	13
				मियादी पट्टा नं. 375	1258	0	0	5
				मियादी पट्टा नं. 246	1281	0	1	6
				मियादी पट्टा नं. 600	1282	0	0	17
				मियादी पट्टा नं. 414	1283	0	0	11
				मियादी पट्टा नं. 289	1349	0	0	17
				मियादी पट्टा नं. 427	1350	0	0	12
				मियादी पट्टा नं. 576	1351	0	2	5
				मियादी पट्टा नं. 559	2199	0	0	9
			कुल :			2	0	18
4. कलाखोवा गाँव	जोरहाट (पूर्व)	चारीगाँव		मियादी पट्टा नं. 78	25	0	0	5
				मियादी पट्टा नं. 503	658	0	2	19
				मियादी पट्टा नं. 265	681	0	1	4
				मियादी पट्टा नं. 265	685	0	3	13
				मियादी पट्टा नं. 160	686	0	0	2
				मियादी पट्टा नं. 503	687	0	0	11
				मियादी पट्टा नं. 245	689	0	0	9
				मियादी पट्टा नं. 484	690	0	0	18
				मियादी पट्टा नं. 484	694	0	3	0
				मियादी पट्टा नं. 337	695	0	1	2
				मियादी पट्टा नं. 561	697	0	0	5
				मियादी पट्टा नं. 241	811	0	0	11
				मियादी पट्टा नं. 370	820	0	1	13
				मियादी पट्टा नं. 484	826	0	2	12
				मियादी पट्टा नं. 484	829	0	1	4
				मियादी पट्टा नं. 562	830	0	2	12
				मियादी पट्टा नं. 299	831	0	0	11
				मियादी पट्टा नं. 19	832	0	0	2
				मियादी पट्टा नं. 377	835	0	0	5
				मियादी पट्टा नं. 378	836	0	0	9
				मियादी पट्टा नं. 321	854	0	0	8
				मियादी पट्टा नं. 24	855	0	2	15
				मियादी पट्टा नं. 269	856	0	0	7
				मियादी पट्टा नं. 487	857	0	0	5
				मियादी पट्टा नं. 328	858	0	1	9
				मियादी पट्टा नं. 299	861	0	0	9
				मियादी पट्टा नं. 262	862	0	0	11
				मियादी पट्टा नं. 150	863	0	0	13
				मियादी पट्टा नं. 367	864	0	0	2

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1 नं. बायुगांव	जोरहाट	जारीगांव	मियादी पट्टा नं. 369	866	0	0	2	
(पांग-2)	(पूर्व)		मियादी पट्टा नं. 477	867	0	0	17	
			मियादी पट्टा नं. 367	868	0	2	15	
			मियादी पट्टा नं. 470	869	0	1	2	
			मियादी पट्टा नं. 339	898	0	1	4	
			मियादी पट्टा नं. 433	1020	0	3	10	
			मियादी पट्टा नं. 471	1021	0	0	5	
			मियादी पट्टा नं. 1	1059	0	0	2	
			मियादी पट्टा नं. 1	1174	0	0	2	
			मियादी पट्टा नं. 1	1219	0	2	17	
			मियादी पट्टा नं. 1	1319	0	0	3	
			मियादी पट्टा नं. 1	1320	0	1	14	
			मियादी पट्टा नं. 1	1321	0	1	0	
			मियादी पट्टा नं. 1	1322	0	0	2	
			मियादी पट्टा नं. 1	1323	0	1	6	
			मियादी पट्टा नं. 1	1325	0	1	0	
			सरकार	1330	0	0	16	
			मियादी पट्टा नं. 73	1338	1	0	6	
			मियादी पट्टा नं. 203	1353	0	0	13	
			मियादी पट्टा नं. 412	1354	0	0	2	
			मियादी पट्टा नं. 203	1355	0	0	5	
			मियादी पट्टा नं. 203	1357	0	0	2	
			मियादी पट्टा नं. 478	1358	0	1	2	
			मियादी पट्टा नं. 518	1398	1	0	6	
			मियादी पट्टा नं. 233	1442	0	1	4	
			मियादी पट्टा नं. 203	1445	0	1	9	
			मियादी पट्टा नं. 203	1446	0	3	10	
			मियादी पट्टा नं. 236	1447	0	0	15	
			मियादी पट्टा नं. 364	1448	0	0	4	
			मियादी पट्टा नं. 393	1449	0	1	8	
			मियादी पट्टा नं. 15	1491	0	0	5	
			मियादी पट्टा नं. 177	1492	0	0	4	
			मियादी पट्टा नं. 474	1494	0	0	7	
			मियादी पट्टा नं. 516	1498	0	1	18	
			मियादी पट्टा नं. 222	1707	0	0	8	
			मियादी पट्टा नं. 469	1708	0	0	15	
			मियादी पट्टा नं. 10	1709	0	2	15	
			मियादी पट्टा नं. 279	1711	0	0	12	
			मियादी पट्टा नं. 222	1713	0	0	7	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1 नं. बामुनगाँव (भाग-2)	जोरहाट (पूर्व)	चारीगाँव		मियादी पट्टा नं. 200 मियादी पट्टा नं. 428 मियादी पट्टा नं. 201 सरकार मियादी पट्टा नं. 1 मियादी पट्टा नं. 22	1714 1715 1716 1725 1832 1921	0 0 0 0 0 0	0 1 1 0 1 0	13 2 4 7 11 3
			कुल :		16	4	0	
5. चैंगली गाँव	जोरहाट (पूर्व)	चारीगाँव		मियादी पट्टा नं. 105 मियादी पट्टा नं. 88 मियादी पट्टा नं. 283 मियादी पट्टा नं. 315 मियादी पट्टा नं. 445 मियादी पट्टा नं. 455 मियादी पट्टा नं. 105 मियादी पट्टा नं. 454 मियादी पट्टा नं. 105 मियादी पट्टा नं. 463 मियादी पट्टा नं. 7 मियादी पट्टा नं. 90 मियादी पट्टा नं. 443 मियादी पट्टा नं. 105 मियादी पट्टा नं. 460 मियादी पट्टा नं. 463 मियादी पट्टा नं. 349 मियादी पट्टा नं. 193 मियादी पट्टा नं. 526 मियादी पट्टा नं. 422 मियादी पट्टा नं. 530 मियादी पट्टा नं. 352	26 27 28 29 30 31 32 33 34 35 36 37 38 39 100 101 103 104 105 171 172 173 174	0 0	0 1 0 0 0 0 0 0 0 1 0 1 1 1 1 0 1 0 0 0 1 0 1 0	4 8 18 10 7 15 15 7 5 15 0 17 13 8 5 5 2 5 10 17 10 13
			कुल :		4	0	9	

[फा. सं. ओ-12016/69/2006/ओ-एन-जी-डी-III]

एम. मार्टिन, अबर सचिव

New Delhi, the 28th December, 2006

S.O. 5017.—Whereas it appears to the Central Government that it is necessary for supply of natural gas to Numoligarh Refinery Limited (NRL) in the district of Golaghat, Assam, pipeline should be laid from Duliajan to Numoligarh by Assam Gas Company Limited, Duliajan.

And whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the Right of User in Land described in the schedule annexed hereto.

Now, therefore in exercise of the powers conferred by Sub-Section (1) of Section 3 of the Petroleum Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the said land may within 21 days from the date of this notification, send objections and suggestions to the laying of the pipeline under the land to the competent authority, namely the Deputy Commissioner, Jorhat District, Jorhat, Assam.

And every person making such objections and suggestions may also state whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

District : Jorhat					State : Assam				
Sl. No.	Name of Village	Circle	Mouza	Patta No.	Dag No.	AREA			L Remarks
						B	K	(9)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	Chatia Gaon	Teok	Lahing	P.P. No. 86	83	0	0	13	
				P.P. No. 120	88	0	2	10	
				P.P. No. 120	89	0	4	12	
				P.P. No. 120	90	0	0	2	
				P.P. No. 209	99	0	0	3	
				P.P. No. 135	100	0	2	2	
				P.P. No. 30	101	0	0	11	
				P.P. No. 86	102	0	1	4	
				P.P. No. 102	111	0	1	3	
				P.P. No. 27	112	0	0	15	
				P.P. No. 120	113	0	1	3	
				Waste Land	1265	0	0	7	
				Total Area		3	0	5	
2.	1 No. Bamun Gaon (1st Part)	Jorhat (East)	Chari Gaon	P.P. No. 122	579	0	2	18	
				P.P. No. 212	584	0	3	13	
				P.P. No. 175	643	0	1	10	
				P.P. No. 437	651	0	0	10	
				P.P. No. 174	652	0	0	10	
				P.P. No. 249	706	0	0	17	
				P.P. No. 435	711	0	2	13	
				P.P. No. 435	712	0	0	12	
				P.P. No. 76	713	0	0	5	
				P.P. No. 435	766	0	0	8	
				P.P. No. 582	767	0	0	11	
				P.P. No. 582	768	0	1	7	
				P.P. No. 529	798	0	1	0	
				P.P. No. 5	799	0	1	0	
				P.P. No. 249	800	0	0	10	
				P.P. No. 68	801	0	0	10	
				P.P. No. 561	814	0	0	5	
				P.P. No. 561	815	0	1	5	
				P.P. No. 561	816	0	1	0	
				P.P. No. 6	817	0	0	15	
				P.P. No. 6	818	0	1	0	
				P.P. No. 249	819	0	0	15	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
2.	1 No. Bamun Gaon (1st Part)	Jorhat (East)	Charigaon	P.P. No. 367	831	0	0	5	
				P.P. No. 367	832	0	0	4	
				P.P. No. 555	833	0	0	4	
				P.P. No. 434	877	0	1	4	
				P.P. No. 364	878	0	0	10	
				P.P. No. 321	879	0	0	18	
				P.P. No. 484	880	0	1	3	
				P.P. No. 367	881	0	0	5	
				P.P. No. 322	882	0	0	5	
				P.P. No. 7	883	0	0	10	
				P.P. No. 554	884	0	0	1	
				P.P. No. 322	901	0	0	8	
				P.P. No. 367	902	0	0	4	
				P.P. No. 484	903	0	0	2	
				P.P. No. 126	909	0	0	5	
				P.P. No. 266	915	0	0	5	
				P.P. No. 323	927	0	0	15	
				P.P. No. 498	988	0	1	0	
				P.P. No. 371	989	0	1	4	
				P.P. No. 629	1000	0	0	5	
				P.P. No. 7	1001	0	1	12	
				P.P. No. 530	1002	0	3	6	
				P.P. No. 372	1004	0	1	2	
				P.P. No. 530	1007	0	0	9	
				P.P. No. 441	1008	0	0	17	
				P.P. No. 309	1009	0	1	7	
				P.P. No. 440	1054	0	0	14	
				P.P. No. 442	1103	0	0	5	
				P.P. No. 185	1104	0	0	5	
				P.P. No. 602	1105	0	0	9	
				P.P. No. 572	1120	0	0	4	
				P.P. No. 375	1121	0	1	0	
				P.P. No. 602	1122	0	0	13	
				P.P. No. 203	1123	0	0	4	
				P.P. No. 328	1124	0	0	11	
				P.P. No. 31	562	0	1	10	
				P.P. No. 69	986	0	0	11	
				P.P. No. 327	1010	0	0	11	
				P.P. No. 329	1057	0	0	8	
				P.P. No. 530	1056	0	0	11	
				P.P. No. 441	1055	0	0	11	
				P.P. No. 252	555	0	0	3	
				P.P. No. 141	556	0	0	5	
				P.P. No. 143	558	0	1	8	
				P.P. No. 335	559	0	1	6	
				Total Area		10	4	3	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
3.	1 No. Bamun Gaon (2nd Part)	Jorhat (East)	Charigaon	P.P. No. 351	1159	0	1	2	
				P.P. No. 424	1176	0	0	11	
				P.P. No. 411	1177	0	0	15	
				P.P. No. 351	1255	0	0	15	
				P.P. No. 427	1256	0	0	13	
				P.P. No. 375	1258	0	0	5	
				P.P. No. 246	1281	0	1	6	
				P.P. No. 600	1282	0	0	17	
				P.P. No. 414	1283	0	0	11	
				P.P. No. 289	1349	0	0	17	
				P.P. No. 427	1350	0	0	12	
				P.P. No. 576	1351	0	2	5	
				P.P. No. 559	2199	0	0	9	
				Total Area		2	0	18	
4.	Kalakhowa Gaon			P.P. No. 78	25	0	0	5	
				P.P. No. 503	658	0	2	19	
				P.P. No. 265	681	0	1	4	
				P.P. No. 265	685	0	3	13	
				P.P. No. 160	686	0	0	2	
				P.P. No. 503	687	0	0	11	
				P.P. No. 245	689	0	0	9	
				P.P. No. 484	690	0	0	18	
				P.P. No. 484	694	0	3	0	
				P.P. No. 337	695	0	1	2	
				P.P. No. 561	697	0	0	5	
				P.P. No. 241	811	0	0	11	
				P.P. No. 370	820	0	1	13	
				P.P. No. 484	826	0	2	12	
				P.P. No. 484	829	0	1	4	
				P.P. No. 562	830	0	2	12	
				P.P. No. 299	831	0	0	11	
				P.P. No. 19	832	0	0	2	
				P.P. No. 377	835	0	0	5	
				P.P. No. 378	836	0	0	9	
				P.P. No. 321	854	0	0	8	
				P.P. No. 24	855	0	2	15	
				P.P. No. 269	856	0	0	7	
				P.P. No. 487	857	0	0	5	
				P.P. No. 328	858	0	1	9	
				P.P. No. 299	861	0	0	9	
				P.P. No. 262	862	0	0	11	
				P.P. No. 150	863	0	0	13	
				P.P. No. 367	864	0	0	2	
				P.P. No. 369	866	0	0	2	
				P.P. No. 477	867	0	0	17	
				P.P. No. 367	868	0	2	15	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
4.	Kalakhowa Gaon	Jorhat (East)	Charigaon	P.P. No. 470	869	0	1	2	
				P.P. No. 339	898	0	1	4	
				P.P. No. 433	1020	0	3	10	
				P.P. No. 471	1021	0	0	5	
				P.P. No. 1	1059	0	0	2	
				P.P. No. 1	1174	0	0	2	
				P.P. No. 1	1219	0	2	17	
				P.P. No. 1	1319	0	0	3	
				P.P. No. 1	1320	0	1	14	
				P.P. No. 1	1321	0	1	0	
				P.P. No. 1	1322	0	0	2	
				P.P. No. 1	1323	0	1	6	
				P.P. No. 1	1325	0	1	0	
				Waste Land	1330	0	0	16	
				P.P. No. 73	1338	1	0	6	
				P.P. No. 203	1353	0	0	13	
				P.P. No. 412	1354	0	0	2	
				P.P. No. 203	1355	0	0	5	
				P.P. No. 203	1357	0	0	2	
				P.P. No. 478	1358	0	1	2	
				P.P. No. 518	1398	1	0	6	
				P.P. No. 233	1442	0	1	4	
				P.P. No. 203	1445	0	1	9	
				P.P. No. 203	1446	0	3	10	
				P.P. No. 236	1447	0	0	15	
				P.P. No. 364	1448	0	0	4	
				P.P. No. 393	1449	0	1	8	
				P.P. No. 15	1491	0	0	5	
				P.P. No. 177	1492	0	0	4	
				P.P. No. 474	1494	0	0	7	
				P.P. No. 516	1498	0	1	18	
				P.P. No. 222	1707	0	0	8	
				P.P. No. 469	1708	0	0	15	
				P.P. No. 10	1709	0	2	15	
				P.P. No. 279	1711	0	0	12	
				P.P. No. 222	1713	0	0	7	
				P.P. No. 200	1714	0	0	13	
				P.P. No. 428	1715	0	1	2	
				P.P. No. 201	1716	0	1	4	
				Waste Land	1725	0	0	7	
				P.P. No. 1	1832	0	1	11	
				P.P. No. 22	1921	0	0	3	
				Total Area	16	4	0		
5.	Chengali Gaon			P.P. No. 105	26	0	0	4	
				P.P. No. 88	27	0	1	8	
				P.P. No. 283	28	0	0	18	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
5.	Chengali Gaon	Jorhat	Charigaon	P.P. No. 315	29	0	0	10	
		(East)		P.P. No. 455	30	0	0	7	
				P.P. No. 455	31	0	0	15	
				P.P. No. 105	32	0	0	15	
				P.P. No. 454	33	0	0	7	
				P.P. No. 105	34	0	0	5	
				P.P. No. 463	35	0	1	15	
				P.P. No. 7	39	0	1	0	
				P.P. No. 90	98	0	1	17	
				P.P. No. 443	99	0	1	13	
				P.P. No. 105	100	0	1	8	
				P.P. No. 460	101	0	1	5	
				P.P. No. 463	103	0	0	5	
				P.P. No. 349	104	0	1	2	
				P.P. No. 193	105	0	0	5	
				P.P. No. 526	171	0	0	10	
				P.P. No. 422	172	0	0	17	
				P.P. No. 530	173	0	1	10	
				P.P. No. 352	174	0	1	13	
				Total Area		4	0	9	

[F. No. O-12016/69/2006-ONGD-III]

M. MARTIN, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2006

का.आ. 5018.—जबकि केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि नुमलीगढ़ रिफाइनरी लिमिटेड को प्राकृतिक गैस आपूर्ति के लिये दुलियाजान से नुमलीगढ़ जिला गोलाघाट तक आसाम गैस कम्पनी लिमिटेड, दुलियाजान द्वारा पाइपलाइन बिछायी जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये इसके साथ उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतदद्वारा घोषित करती है।

उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिये आपत्ति और सुझाव सक्षम अधिकारी नामतः जिला उपरायकृत डिब्बगढ़, असम को इस अधिसचना की तारीख से 21 दिनों के भीतर कर सकता है।

और ऐसी आपत्ति और सुझाव देने वाला हर व्यक्ति यह भी बताएगा कि क्या वह अपनी सुनवाई व्यक्तिगत रूप से चाहता है अथवा किसी विधि व्यवसायी के माध्यम से ।

अन्तर्राष्ट्रीय

जिला : डिल्लीगढ़

ग्रन्थ : असम

क्रम सं	गांव का नाम	सरकारी संख्या	मौजा	पट्टा नं.	दाग नं.	क्षेत्रफल		
						बीघा	कर्टा	लुसा
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	जालानी टी.ई. ग्रांट : 263-283	टॉगाखाट	टिप्पलींग (भाग 1)	263 एन.एल.आर 263 एन.एल.आर	25 26	0 2	1 0	0 11
				कुल		2	1	11

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	1 नं भरपथर गांव	टेंगाखाट	टिपलींग	मियादी पट्टा नं. 26	220	2	4	4
				मियादी पट्टा नं. 6	232	1	2	16
				मियादी पट्टा नं. 38	233	1	0	9
				मियादी पट्टा नं. 61	245	0	3	8
				सरकार	246	0	2	10
				सरकार	297	0	0	5
				मियादी पट्टा नं. 15	298	0	2	18
				मियादी पट्टा नं. 1	363	0	0	6
				मियादी पट्टा नं. 59	366	0	2	19
				मियादी पट्टा नं. 72	367	0	0	15
				मियादी पट्टा नं. 72	368	0	1	0
				मियादी पट्टा नं. 122	369	0	0	16
				सरकार	370	0	0	5
				मियादी पट्टा नं. 19	414	1	1	8
				कुल	9	3	19	
3.	1 नं. नवहोलिया गांव			मियादी पट्टा नं. 8	2	0	0	16
				मियादी पट्टा नं. 13	8	0	4	2
				सरकार	10	0	0	15
				मियादी पट्टा नं. 8	11	0	1	15
				मियादी पट्टा नं. 47	12	0	1	7
				मियादी पट्टा नं. 61	13	0	1	8
				मियादी पट्टा नं. 120	14	0	0	3
				मियादी पट्टा नं. 60	15	0	2	17
				मियादी पट्टा नं. 97	17	0	3	18
				मियादी पट्टा नं. 42	21	0	3	5
				मियादी पट्टा नं. 43	23	0	1	4
				मियादी पट्टा नं. 42	24	0	0	15
				मियादी पट्टा नं. 5	25	0	1	19
				सरकार	26	0	0	7
				मियादी पट्टा नं. 11	27	0	2	13
				मियादी पट्टा नं. 19	32	0	2	3
				मियादी पट्टा नं. 52	33	0	2	17
				मियादी पट्टा नं. 36	36	0	2	2
				मियादी पट्टा नं. 25	37	0	1	3
				मियादी पट्टा नं. 1	40	0	1	15
				मियादी पट्टा नं. 69	41	0	4	14
				मियादी पट्टा नं. 130	49	0	3	0
				कुल	4	4	18	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	हुकुता गांव	टैगाखाट	टिप्पणी	सरकार	12	0	0	10
				मियादी पट्टा नं. 28	36	0	3	11
				मियादी पट्टा नं. 47	38	1	0	18
				मियादी पट्टा नं. 1	45	0	0	17
				मियादी पट्टा नं. 100	46	0	1	11
				सरकार	61	0	1	2
				मियादी पट्टा नं. 2	62	0	3	2
				मियादी पट्टा नं. 1	71	0	1	9
				मियादी पट्टा नं. 50	72	0	0	15
				मियादी पट्टा नं. 21	73	0	2	7
				मियादी पट्टा नं. 62	76	0	1	1
				मियादी पट्टा नं. 68	77	0	2	3
				मियादी पट्टा नं. 62	78	0	0	6
				मियादी पट्टा नं. 31	262	0	4	15
				मियादी पट्टा नं. 64	263	0	2	7
				मियादी पट्टा नं. 18	265	0	0	16
				मियादी पट्टा नं. 5	266	0	2	11
				मियादी पट्टा नं. 56	267	0	2	11
				मियादी पट्टा नं. 76	268	0	1	12
				मियादी पट्टा नं. 11	269	0	0	18
				मियादी पट्टा नं. 60	270	0	0	15
				मियादी पट्टा नं. 68	271	0	1	14
				सरकार	272	0	0	8
				मियादी पट्टा नं. 43	324	0	0	8
				एकासना	326	0	1	18
				मियादी पट्टा नं. 102	327	0	2	0
				सरकार	328	0	3	9
				एकासना	329	0	0	5
				एकासना	330	0	0	5
				एकासना	332	0	0	16
				सरकार	347	0	2	0
				सरकार	348	0	2	18
				एकासना	349	0	0	4
				सरकार	352	0	0	19
				एकासना	426	1	2	0
				एकासना	426	1	2	0
				एकासना	428	0	2	12
				मियादी पट्टा नं. 89	429	0	3	16
				मियादी पट्टा नं. 28	432	0	2	16
					433	0	0	3
				कुल		14	4	8

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	ड-हुकुता गांव	टेंगाखाट	टिप्पलींग	मियादी पट्टा नं. 1	177	0	1	15
				मियादी पट्टा नं. 34	179	0	2	17
				चाह मियादी नं. 1	180	0	2	16
				मियादी पट्टा नं. 34	182	0	0	5
				मियादी पट्टा नं. 31	183	0	0	9
				मियादी पट्टा नं. 29	184	0	3	1
				मियादी पट्टा नं. 41	215	0	0	4
				मियादी पट्टा नं. 32	217	0	0	18
				मियादी पट्टा नं. 2	218	0	1	8
				मियादी पट्टा नं. 2	221	0	3	10
				सरकार	222	0	0	11
				मियादी पट्टा नं. 30	223	0	0	7
				कुल	3	3	1	
6.	जालानी 15 नं. आवेदन भाग 1	टेंगाखाट	टिप्पलींग	मियादी पट्टा नं.	40	7	1	4
				सरकार	96	0	0	15
				सरकार	97	0	0	6
				सरकार	98	0	0	15
				मियादी पट्टा नं. 27	126	0	0	9
				मियादी पट्टा नं. 1	127	0	1	16
				मियादी पट्टा नं. 26	144	0	0	7
				मियादी पट्टा नं. 34	162	0	0	18
				मियादी पट्टा नं. 34	163	1	3	12
				कुल	10	0	2	
7.	नलानी पथार	टेंगाखाट	टिप्पलींग	सरकार	38	0	0	13
				सरकार	42	1	0	19
				एकासना	43	1	2	18
				सरकार	49	0	0	6
				सरकार	50	1	0	8
				सरकार	52	0	0	3
				सरकार	81	0	3	10
				सरकार	83	0	2	4
				मियादी पट्टा नं. 1	84	0	1	6
				सरकार	85	0	1	0
				मियादी पट्टा नं. 1	86	0	2	15
				एकासना	90	1	3	12
				सरकार	91	0	0	4
				सरकार	146	0	0	15
				सरकार	164	0	1	17

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
		नलानी पथर	टैंगाखाट	टिपलींग	सरकार	170	1	0
					सरकार	176	2	1
					कुल	11	4	2
8.	जालानी टी.इ. 1897-	टैंगाखाट	टिपलींग		सरकार	46	0	4
	98 आवेदन नं. 81				मियादी पट्टा नं. 4	47	0	0
					मियादी पट्टा नं. 2	48	1	1
					मियादी पट्टा नं. 2	49	2	2
					सरकार	50	0	0
					सरकार	52	1	0
					कुल	5	1	5
9.	जालानी टी.इ.	टैंगाखाट	टिपलींग		259 एन.एल.आर	3	1	2
	250 एन.एल.आर ग्रान्ट				259 एन.एल.आर	5	0	1
					259 एन.एल.आर	6	0	0
					259 एन.एल.आर	13	0	0
					259 एन.एल.आर	14	1	4
					सरकार	15	1	4
					कुल :	5	3	9
10.	डिहिंगकिनार	नाहारकटिया	जोयपुर		सरकार	24	0	0
	बंधारी				सरकार	56	0	2
					एकासना	60	0	0
					एकासना	61	0	0
					एकासना	62	0	2
					एकासना	63	0	0
					सरकार	74	0	0
					सरकार	75	0	0
					सरकार	76	0	0
					एकासना	77	0	2
					एकासना	78	0	1
					एकासना	79	0	0
					मियादी पट्टा नं. 3	81	0	0
					सरकार	82	0	0
					सरकार	83	0	2
					सरकार	86	0	0
					एकासना	92	1	0
					एकासना	93	0	0
					एकासना	94	1	0
					सरकार	95	0	0
					एकासना	96	0	3
					एकासना	97	0	17

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	डिंहिंगकिनार बंधारी	नाहारकटिया	जोयपुर (जारी)	सरकार	98	0	1	16
				सरकार	99	0	0	2
				मियादी पट्टा नं. 14	101	0	4	2
				सरकार	102	0	0	2
				सरकार	103	0	0	6
				एकासना	104	0	0	2
				सरकार	105	0	0	10
				सरकार	304	0	2	2
				कुल :	8	3	2	
11.	हाथीगढ़ ब्लॉक	नाहारकटिया	जोयपुर	सरकार	69	0	3	2
				सरकार	70	0	1	12
				एकासना	74	0	2	5
				एकासना	83	0	4	7
				एकासना	84	0	1	18
				एकासना	86	0	1	14
				एकासना	87	1	0	4
				मियादी पट्टा नं. 9	89	0	1	0
				कुल	4	1	2	
12.	टिप्पतिंग बंधारी	नाहारकटिया	जोयपुर	मियादी पट्टा नं. 92	4	0	1	6
				मियादी पट्टा नं. 92	5	0	0	14
				मियादी पट्टा नं. 92	6	0	0	10
				सरकार	7	0	1	17
				सरकार	8	0	0	11
				सरकार	9	0	0	18
				मियादी पट्टा नं. 92	13	0	4	6
				मियादी पट्टा नं. 122	17	0	0	2
				मियादी पट्टा नं. 19	19	0	1	9
				मियादी पट्टा नं. 92	20	0	4	13
				मियादी पट्टा नं. 1	22	0	0	8
				मियादी पट्टा नं. 27	23	0	2	11
				एकासना	24	0	1	10
				सरकार	25	0	4	5
				एकासना	26	0	0	17
				एकासना	27	0	0	8
				सरकार	267	0	1	4
				कुल	5	2	9	

[फा. सं. ओ.-12016/69/2006/ओ.एन.जी.डी-III]

एम. मार्टिन, अवर सचिव

New Delhi, the 28th December, 2006

S.O. 5018.—Whereas it appears to the Central Government that it is necessary for supply of natural gas to Numoligarh Refinery Limited (NRL) in the district of Golaghat, Assam, pipeline should be laid from Duliajan to Numoligarh by Assam Gas Company Limited, Duliajan.

And whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the Right of User in Land described in the schedule annexed hereto.

Now, therefore in exercise of the powers conferred by Sub-Section (1) of Section 3 of the Petroleum Pipeline (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the said land may within 21 days from the date of this notification send objections and suggestions to the laying of the pipeline under the land to the competent authority, namely the Deputy Commissioner, Dibrugarh District, Dibrugarh, Assam.

And every person making such objections and suggestions may also state whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

District : Dibrugarh

State : Assam

Sl. No.	Name of Village	Circle	Mouza	Patta No.	Dag No.	AREA			Remarks
						B	K	L	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	Jalani T.E. Grant No. 263-282	Tengakhat	Tippling	263 N.L.R. 263 N.L.R.	25 26	0 2	1 0	0 11	
					Total Area	2	1	11	
2.	1 No. Borpathar gaon	Tengakhat	Tippling	P.P. No. 26 P.P. No. 6 P.P. No. 38 P.P. No. 61 Waste Land Waste Land P.P. No. 15 P.P. No. 1 P.P. No. 59 P.P. No. 72 P.P. No. 72 P.P. No. 122 Waste land P.P. No. 19	220 232 233 245 246 297 298 363 366 367 368 369 370 414	2 1 1 0 0 0 0 0 0 0 0 0 1	4 2 0 3 2 0 2 0 2 0 0 0 1	4 16 9 8 10 5 18 6 19 15 0 16 5 8	
				Total Area	9	3	19		
3.	1 No. Nawholiya gaon	Tengakhat	Tippling	P.P. No. 8 P.P. No. 13 Waste land P.P. No. 8 P.P. No. 47 P.P. No. 61 P.P. No. 120 P.P. No. 60	2 8 10 11 12 13 14 15	0 0 0 0 0 0 0 0	0 4 0 1 1 1 0 2	16 2 15 15 7 8 3 17	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	1 No. Nawholiya gaon	Tengakhat	Tipling	P.P. No. 97	17	0	3	18
				P.P. No. 42	21	0	3	5
				P.P. No. 43	23	0	1	4
				P.P. No. 42	24	0	0	15
				P.P. No. 5	25	0	1	19
				Waste land	26	0	0	7
				P.P. No. 11	27	0	2	13
				P.P. No. 19	32	0	2	3
				P.P. No. 52	33	0	2	17
				P.P. No. 36	36	0	2	2
				P.P. No. 25	37	0	1	3
				P.P. No. 1	40	0	1	15
				P.P. No. 69	41	0	4	14
				P.P. No. 130	49	0	3	0
				Total Area		4	4	18
4.	Hukuta gaon	Tengakhat	Tipling	Waste land	12	0	0	10
				P.P. No. 28	36	0	3	11
				P.P. No. 47	38	1	0	18
				P.P. No. 1	45	0	0	17
				P.P. No. 100	46	0	1	11
				Waste land	61	0	1	2
				P.P. No. 2	62	0	3	2
				P.P. No. 1	71	0	1	9
				P.P. No. 50	72	0	0	15
				P.P. No. 21	73	0	2	7
				P.P. No. 62	76	0	1	1
				P.P. No. 68	77	0	2	3
				P.P. No. 62	78	0	0	6
				P.P. No. 31	262	0	4	15
				P.P. No. 64	263	0	2	7
				P.P. No. 18	265	0	0	16
				P.P. No. 5	266	0	2	11
				P.P. No. 56	267	0	2	11
				P.P. No. 76	268	0	1	12
				P.P. No. 11	269	0	0	18
				P.P. No. 60	270	0	0	15
				P.P. No. 68	271	0	1	14
				Waste land	272	0	0	8
				P.P. No. 43	324	0	0	8
				Annual	326	0	1	18
				P.P. No. 102	327	0	2	0
				Waste land	328	0	3	9
				Annual	329	0	0	5
				Annual	330	0	0	5
				Annual	332	0	0	16

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	Hukuta gaon	Tengakhat	Tippling	Waste land	347	0	2	0
				Waste land	348	0	2	18
				Annual	349	0	0	4
				Waste land	352	0	0	19
				Annual	426	1	2	0
				Annual	428	0	2	12
				P.P. No. 89	429	0	3	16
				P.P. No. 28	432	0	2	16
					433	0	0	3
				Total Area		14	4	8
5.	Da-Hukuta gaon	Tengakhat	Tippling	P.P. No. 1	177	0	1	15
				P.P. No. 34	179	0	2	17
				T.P. No. 1	180	0	2	16
				P.P. No. 34	182	0	0	5
				P.P. No. 31	183	0	0	9
				P.P. No. 29	184	0	3	1
				P.P. No. 41	215	0	0	4
				P.P. No. 32	217	0	0	18
				P.P. No. 2	218	0	1	8
				P.P. No. 2	221	0	3	10
				Waste land	222	0	0	11
				P.P. No. 30	223	0	0	17
				Total Area		3	3	1
6.	Jalani 15 No. Application 1st Part	Tengakhat	Tippling	P.P. No.	40	7	1	4
				Waste land	96	0	0	15
				Waste land	97	0	0	6
				Waste land	98	0	0	15
				P.P. No. 27	126	0	0	9
				P.P. No. 1	127	0	1	16
				P.P. No. 26	144	0	0	7
				P.P. No. 34	162	0	0	18
				P.P. No. 34	163	1	3	12
				Total Area		10	0	2
7.	Nalani Pather	Tengakhat	Tippling	Waste land	38	0	0	13
				Waste land	42	1	0	19
				Annual	43	1	2	18
				Waste land	49	0	0	6
				Waste land	50	1	0	8
				Waste land	52	0	0	3
				Waste land	81	0	3	10
				Waste land	83	0	2	4
				P.P. No. 1	84	0	1	6
				Waste land	85	0	1	0
				P.P. No. 1	86	0	2	15
				Annual	90	1	3	12

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
7.	Nalani Pather	Tengakhat	Tipling	Waste land	91	0	0	4
				Waste land	146	0	0	15
				Waste land	164	0	1	17
				Waste land	170	1	0	3
				Waste land	176	2	1	9
				Total Area	11	4	2	
8.	Jalani T.E. 1897-98	Tengakhat	Tipling	Waste land	46	0	4	19
	81 No. Application			P.P. No. 4	47	0	0	17
				P.P. No. 2	48	1	1	5
				P.P. No. 2	49	2	2	15
				Waste land	50	0	0	7
				Waste land	52	1	0	2
				Total Area	5	1	5	
9.	Jalani T.E. 259 No.	Tengakhat	Tipling	259 No. N.L.R.	3	1	2	6
	N.L.R. Grant			259 No. N.L.R.	5	0	1	17
				259 No. N.L.R.	6	0	0	4
				259 No. N.L.R.	13	0	0	3
				259 No. N.L.R.	14	1	4	2
				Waste land	15	1	4	17
				Total Area	5	3	9	
10.	Dehingkinar	Naharkatia	Joypore	Waste land	24	0	0	10
	Banhbdhari			Waste land	56	0	2	15
				Annual	60	0	0	14
				Annual	61	0	0	14
				Annual	62	0	2	2
				Annual	63	0	0	2
				Waste land	74	0	0	10
				Waste land	75	0	0	8
				Waste land	76	0	0	2
				Annual	77	0	2	9
				Annual	78	0	1	11
				Annual	79	0	0	5
				P.P. No. 3	81	0	0	2
				Waste land	82	0	0	2
				Waste land	83	0	2	1
				Waste land	86	0	0	6
				Annual	92	1	0	14
				Annual	93	0	0	8
				Annual	94	1	0	3
				Waste land	95	0	0	10
				Annual	96	0	3	13
				Annual	97	0	3	17
				Waste land	98	0	1	16
				Waste land	99	0	0	2
				P.P. No. 14	101	0	4	2
				Waste land	102	0	0	2

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	Dehingkinar Banhdhari	Naharkatia	Joypore	Waste land	103	0	0	6
				Annual	104	0	0	2
				Waste land	105	0	0	10
				Waste land	304	0	2	2
				Total Area		8	3	2
11.	Hatigarh Block	Naharkatia	Joypore	Waste land	69	0	3	2
				Waste land	70	0	1	12
				Annual	74	0	2	5
				Annual	83	0	4	7
				Annual	84	0	1	18
				Annual	86	0	1	14
				Annual	87	1	0	4
				P.P. No. 9	89	0	1	0
				Total Area		4	1	2
12.	Tippling Banhdhari	Naharkatia	Joypore	P.P. No. 92	4	0	1	6
				P.P. No. 92	5	0	0	14
				P.P. No. 92	6	0	0	10
				Waste land	7	0	1	17
				Waste land	8	0	0	11
				Waste land	9	0	0	18
				P.P. No. 92	13	0	4	6
				P.P. No. 122	17	0	0	2
				P.P. No. 19	19	0	1	9
				P.P. No. 92	20	0	4	13
				P.P. No. 1	22	0	0	8
				P.P. No. 27	23	0	2	11
				Annual	24	0	1	10
				Waste land	25	0	4	5
				Annual	26	0	0	17
				Annual	27	0	0	8
				Waste land	267	0	1	4
				Total Area		5	2	9

[F. No. O-12016/69/2006/ONGD-III]

M. MARTIN, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2006

का.आ. 5019.—जबकि केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि नुमलीगढ़ रिफाइनरी लिमिटेड को प्राकृतिक गैस आपूर्ति के लिये दुलियाजान से नुमलीगढ़ जिला गोलाघाट तक आपूर्ति की जाए तो दुलियाजान द्वारा पाइपलाइन बिछायी जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये इसके साथ उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित करती है।

उक्त भूति में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिये आपत्ति और सुन्नाव सक्षम अधिकारी नामतः जिला उपायुक्त गोलाघाट, असम को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकता है।

और ऐसी आपत्ति और सुन्नाव देने वाला हर व्यक्ति यह भी बताएगा कि क्या वह अपनी सुनवाई व्यक्तिगत रूप से चाहता है अथवा किसी विधि व्यवसायी के माध्यम से।

अनुसूची

जिला : गोलाघाट

राज्य : असम

क्रम सं.	गांव का नाम	सर्काल	मौजा	पट्टा नं.	दाग नं.	क्षेत्रफल			
						बीघा	कट्टा	लुसा	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	लेटेकु छापरी गांव	खुमटाई	खुमटाई	सरकार एकसना पन्ना मियादी पट्टा नं. 1 मियादी पट्टा नं. 4	26 35 73 143	0 0 0 0	2 1 2 1	8 4 15 19	
				कुल :		1	3	6	
2.	छेकनीगांव (भाग 1)	खुमटाई	रंगमाटी	मियादी पट्टा नं. 51 मियादी पट्टा नं. 11 मियादी पट्टा नं. 51 मियादी पट्टा नं. 105 सरकार मियादी पट्टा नं. 31 मियादी पट्टा नं. 74 मियादी पट्टा नं. 57 मियादी पट्टा नं. 57 मियादी पट्टा नं. 31 मियादी पट्टा नं. 9 मियादी पट्टा नं. 102 मियादी पट्टा नं. 131 मियादी पट्टा नं. 33 मियादी पट्टा नं. 75 मियादी पट्टा नं. 12 मियादी पट्टा नं. 77 सरकार मियादी पट्टा नं. 57 सरकार	296 298 302 303 304 305 320 324 334 335 336 337 339 340 341 342 381 1014 1095 1137	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 2 0 0 1 0 0 0 0 0 0 0 1 0 0 0 0 0	7 3 10 4 2 17 0 7 6 8 8 9 11 8 7 3 12 2 2 19	
				कुल :		2	2	5	
3.	लेटेकु छापरी गांव	मोरंगी	मोरंगी	सरकार सरकार सरकार	1 5 18	5 0 0	1 1 1	4 6 13	
				कुल		5	4	3	

[फा. सं. ओ-12016/69/2006/ओ.एन.जी.डी.-III]

एम. मार्टिन, अवर सचिव

New Delhi, the 28th December, 2006

S.O. 5019.—Whereas it appears to the Central Government that it is necessary for supply of natural gas to Numoligarh Refinery Limited (NRL) in the district of Golaghat, Assam, pipeline should be laid from Duliajan to Numoligarh by Assam Gas Company Limited, Duliajan.

And whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the Right of User in Land described in the schedule annexed hereto.

Now, therefore in exercise of the powers conferred by Sub-Section (1) of Section 3 of the Petroleum Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the said land may within 21 days from the date of this notification send objections and suggestions to the laying of the pipeline under the land to the competent authority, namely the Deputy Commissioner, Golaghat District, Golaghat, Assam.

And every person making such objections and suggestions may also state whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

District : Golaghat

State : Assam

Sl. No.	Name of Village	Circle	Mouza	Patta No.	Dag No.	AREA			Remark
						B	K	L	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	Leteku Chapari gaon	Khumtai	Khumtai	Waste land	26	0	2	8	
				Annual	35	0	1	4	
				P.P. No. 1	73	0	2	15	
				P.P. No. 4	143	0	1	19	
				Total Area		1	3	6	
2.	Chewni gaon (1st Part)	Khumtai	Rangamati	P.P. No. 51	296	0	0	7	
				P.P. No. 11	298	0	0	3	
				P.P. No. 51	302	0	0	10	
				P.P. No. 105	303	0	2	4	
				Waste land	304	0	0	2	
				P.P. No. 31	305	0	0	17	
				P.P. No. 74	320	0	1	0	
				P.P. No. 57	324	0	0	7	
				P.P. No. 57	334	0	0	6	
				P.P. No. 31	335	0	0	8	
				P.P. No. 9	336	0	0	8	
				P.P. No. 102	337	0	0	9	
				P.P. No. 131	339	0	0	11	
				P.P. No. 33	340	0	0	8	
				P.P. No. 75	341	0	1	7	
				P.P. No. 12	342	0	0	3	
				P.P. No. 77	381	0	0	12	
				Waste land	1014	0	1	2	
				P.P. No. 57	1095	0	0	2	
				Waste land	1137	0	0	19	
				Total Area		2	2	5	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
3.	Leteku Chapari gaon	Marangi	Marangi	Waste land	1	5	1	4	
				Waste land	5	0	1	6	
				Waste land	18	0	1	13	
				Total Area		5	4	3	

[F. No. O-12016/69/2006/ONGD-III]

M. MARTIN, Under Secy.

नई दिल्ली, 28 दिसम्बर, 2006

का.आ. 5020.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2705 तारीख 07-06-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा गुजरात राज्य में दहेज-हजीरा-उरान एवं स्पर पाइपलाइन के माध्यम से प्राकृतिक गैस परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचनाओं की प्रतियां जनता को तारीख 31-08-2006 तक उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षे. (हेक्टर में)
1	2	3	4	5
वलसाड	वलसाड	अंजवाल	982	0-72-36
			983	0-18-50
			984	0-01-00
			985	0-06-00
			नहर	0-18-53
			976	0-23-54
			970	0-11-00
			971	0-01-01
			972	0-06-00
			973	0-09-60
			954	0-24-00
			953	0-07-00

1	2	3	4	5
			952	0-33-60
			रोड	0-06-00
			909ब	0-24-40
			949	0-00-50
			948	0-08-00
			947	0-04-00
			946	0-35-00
			937	0-12-10
			936	0-00-50
			935	0-00-50
			934	0-64-07
			रोड	0-04-80
			644	0-18-00
			645	0-27-60
			रोड	0-04-80
			626अ	0-05-06
			627	0-07-80
			628	0-24-00
			630	0-02-40
			615	0-02-40
			631	0-54-40
			632	0-24-00
			578	0-12-00
			योग	5-74-47

[फा. सं. एल-14014/12/06-जी.पी. (भाग-I)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 28th December, 2006

S.O. 5020.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas Number S.O. 2705 dated 07-06-2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to the notification for the purpose of laying pipeline for transport of natural gas through Dehej-Hazira-Uran and its spur pipeline in the State of Gujarat by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on 31-08-2006;

And whereas no objections were received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for R.O.U. (in Hect.)
1	2	3	4	5
Valsad	Valsad	Anjalav	982	0.72-36
			983	0.18-50
			984	0.01-00
			985	0.06-00
			Canal	0.18-53
			976	0.23-54
			970	0.11-00
			971	0.01-01
			972	0.06-00
			973	0.09-60
			954	0.24-00
			953	0.07-00
			952	0.33-60
			Road	0.06-00
			909B	0.24-40
			949	0.00-50
			948	0.08-00
			947	0.04-00
			946	0.35-00
			937	0.12-10
			936	0.00-50
			935	0.00-50
			934	0.64-07
			Road	0.04-80
			644	0.18-00
			645	0.27-60
			Road	0.04-80
			626A	0.05-06
			627	0.07-80
			628	0.24-00
			630	0.02-40
			615	0.02-40
			631	0.54-40
			632	0.24-00
			578	0.12-00
			Total	5.74-47

[F. No. L-14014/12/06-G.P. (Part-I)]

S. B. MANDAL, Under Secy.

नई दिल्ली, 18 दिसम्बर, 2006

का. आ. 5021.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र तारीख 22.07.06 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का आ. 2793 तारीख 18.07.2006 द्वारा उस अधिसूचना से उपाबद्ध अनुसूचि तहसील थांदला जिला झाबुआ राज्य मध्यप्रदेश में विनिर्दिष्ट भूमि में कोयली से रत्लाम तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 24.08.2006 से जनता को उपलब्ध करा दी गई थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कॉर्पोरेशन लिमिटेड में सभी विल्लगमों से मुक्त होकर प्रकाशन की इस तारीख से निहित होगा।

अनुसूचि

तहसील—थांदला		जिला—झाबुआ	राज्य—मध्य प्रदेश
क्रमांक	गाँव का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टर में
1	सेमलपाड़ा	144	0.1008
		145	0.1224
		146	0.2160
		143	0.1368
		140	0.0288
		142	0.2016
		139	0.0324
		151	0.0144
		152	0.1440
		134	0.0720

1	2	3	4
1	सोमलकड़ा (भारतीय)	116	0.1296
		117	0.0288
		118/3	0.0072
		115/1	0.2808
		115/2	0.0280
		110	0.0140
		103/3	0.0025
		103/4	0.1440
		103/5	0.0490
		101	0.0960
		100	0.1760
		99	0.1698
		102/2	0.0032
		98	0.0025
		97/1	0.1152
		96	0.0396
		95	0.0140
		94	0.0630
		87	0.0025
		93	0.1028
		92	0.0720
		90	0.1472
		91	0.0585
		79	0.1944
		80	0.2140
		78	0.0720
		72	0.0072
		74	0.0720
		181	0.0612
2	सागवा	492	0.1868
		432	0.0144
3	खवासा	1866	0.0120
		1867	0.0480
		1868	0.0180
4	नहारपुरा	442	0.0025
		479	0.0108
		477	0.1656

[फा. सं. आर-25011/1/2006-ओ.आर.-I]

एस. के. चितकारा, अवर सचिव

New Delhi, the 18th December, 2006

S. O. 5021.—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas, number S.O. 2793 dated 18.07.2006 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) published in the Gazette of India dated 22.07.2006, the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to Tehsil Thandla, Dist Jhabua, State Madhya Pradesh, for the purpose of laying pipeline for the transportation of Petroleum Products from Koyali to Ratlam in the State of Madhya Pradesh by the Indian Oil Corporation Limited,

And whereas, the copies of the said Gazette notification were made available to the general public on 24.08.2006

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that right of user in the land specified in the Schedule appended to this notification should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act. the Central Government hereby declares that the right of user in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline,

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act. the Central Government hereby direct that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of the publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

Schedule

Tehsil :- Thandla		District :- Jhabua	State: -Madhya pradesh
SL No.	Name of Village	Survey No.	Area in Hectar
1	2	3	4
1	Semalpara	144	0.1008
		145	0.1224
		146	0.2160
		143	0.1368
		140	0.0288
		142	0.2016
		139	0.0324
		151	0.0144
		152	0.1440
		134	0.0720
		116	0.1296

1	2	3	4
1	Semulbara	117	0.0288
		118/3	0.0072
		115/1	0.2808
		115/2	0.0280
		110	0.0140
		103/3	0.0025
		103/4	0.1440
		103/5	0.0490
		101	0.0960
		100	0.1760
		99	0.1698
		102/2	0.0032
		98	0.0025
		97/1	0.1152
		96	0.0396
		95	0.0140
		94	0.0630
		87	0.0025
		93	0.1028
		92	0.0720
		90	0.1472
		91	0.0585
		79	0.1944
		80	0.2140
		78	0.0720
		72	0.0072
		74	0.0720
		181	0.0612
	Sagwa	492	0.1868
		432	0.0144
3	Khawasa	1866	0.0120
		1867	0.0480
		1868	0.0180
4	Naharpura	442	0.0025
		479	0.0108
		477	0.1656

[F. No. R-25011/1/2006-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 18 दिसम्बर, 2006

का. आ. 5022.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 22.07.06 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का आ. 2794 तारीख 18.07.2006 द्वारा उस अधिसूचना से उपाबद्ध अनुसूचि तहसील मेघनगर जिला झाबुआ राज्य मध्यप्रदेश में विनिर्दिष्ट भूमि में कोयली से रत्लाम तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 24.08.2006 से जनता को उपलब्ध करा दी गई थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है :

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समझान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कॉर्पोरेशन लिमिटेड में सभी विल्लगमां से मुक्त होकर प्रकाशन की इस तारीख से निहित होगा।

अनुसूचि

तहसील—मेघनगर		जिला—झावुआ	राज्य—मध्य प्रदेश
क्रमांक	गाँव का नाम	सर्वे नम्बर	क्षेत्रफल हेक्टर में
1	2	3	4
1	ढाढ़निया	100	0.0252
		101	0.2412
		102	0.0210
		79	0.1224
		77	0.0220
		80	0.0072
		76	0.01040
		75	0.1450
2	मेघनगर	183	0.2088
		180	0.2156
		182	0.0162
		125	0.2592
		126	0.0018
		123/1	0.0720
		122/1	0.1440
		122/2	0.0210
		117	0.2880
		105/1/2	0.3672
		105/2	0.1448
		106	0.0080
		107	0.1800
		89	0.0140
		86	0.1520
		85	0.2808
		63	0.3816
		62	0.2304
		1	0.0166
3	नवापाड़ा धन्ना	31	0.0756
		32	0.0012
4	बेड़ावली	257	0.0090
		255	0.0015
		256	0.0315
		256/637	0.0420
		230	0.0720
		258	0.0020
		262	0.0087
		260	0.0630

1	2	3	4
4	बे डावली निरन्तर.....	259	0.0490
	261		0.0101
	266		0.0210
	332		0.0424
	331		0.0110
	330		0.0744
	333		0.0280
	327		0.0540
	336		0.1008
	326		0.0144
	325		0.0280
	324		0.0480
	323		0.0104
	368		0.0584
	369		0.0152
	367		0.0490
	366		0.0491
	377		0.0498
	365		0.0630
	364		0.0560
	363		0.1440
	406		0.0144
	407/2		0.1728
	536		0.0420
	537		0.0015
	407/3		0.0020
	535		0.0030
	534		0.0280
	531/5		0.0348
	531/6		0.0320
	531/7		0.0560
	531/8		0.0140
	531/10		0.0790
	531/15		0.0630
	531/16		0.0428
	531/17		0.0348
	531/14		0.0080
	527		0.0896
	528		0.0015
	526		0.0256

1	2	3	4
4	बेड़ावली निरन्तर....	524	0.0140
		571	0.0838
		566	0.0212
		570	0.0630
		569	0.1296
		572/2	0.0100
		580	0.3600
		581	0.1296
		582	0.0144
		603/1	0.1980
		603/2	0.1800
		603/3	0.1764
		603/4	0.1080
		603/644	0.0900
		605	0.0348
		604/2	0.1260
		604/5	0.0840
		604/1	0.0844
		620	0.1800
		621	0.2808
		625	0.0520
		626	0.0208
		627	0.0800
		624	0.0135
5	नौगांवा	230/2	0.0240
		230/1	0.1080
		231	0.2052
		233	0.1154
		234	0.0504
		232	0.1252
		276	0.0180
		278	0.2160
		277	0.0288
		280	0.0108
		281	0.0082
		282	0.0936
		283	0.0540
		284	0.0648
		289	0.1008
		290	0.1296

1	2	3	4
5	नौगांवा निरन्तर...	293	0.0720
		294	0.0721
		298	0.0810
		378	0.0792
6	गुड़ा छोटा	131	0.1512
		132	0.0540
		133	0.0082
		134	0.0360
		135	0.1384
		139	0.0240
		140	0.0696
		142	0.0050
		145	0.3312
		128	0.0102
		18	0.3942
		17	0.2184
7	महुड़ा	169	0.1008
		170	0.0324
		168	0.0125
		1	0.2592
		167	0.0252
		166	0.1296
		165	0.0720
		176	0.0792
		177/1	0.0468
		178	0.0216
		179	0.0468
		180/1	0.1368
		189	0.1872
		478	0.0864
		479	0.0144
		480	0.1800
		481	0.1224
		483	0.0936
		484	0.1188
		462	0.0720
		485	0.0252
		440	0.1008
		439	0.1368
		438	0.1080

1	2	3	4
7	महडा निरन्तर.....	433	0.0180
		434	0.1368
		432	0.0252
		430	0.2080
		429	0.0576
		369	0.4308
		368	0.0360
		367	0.0082
		365	0.1152

[फा. सं. आर-25011/1/2006-ओ.आर.-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 18th December, 2006

S. O. 5022.—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas. number S.O. 2794 dated 18.07.2006 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) published in the Gazette of India dated 22.07.2006, the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to Tehsil Maghnagar, Dist.Jhabua, State Madhya Pradesh, for the purpose of laying pipeline for the transportation of Petroleum Products from Koyali to Ratlam in the State of Madhya Pradesh by the Indian Oil Corporation Limited,

And whereas, the copies of the said Gazette notification were made available to the general public on 24.08.2006

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government ;

And whereas, the Central Government after considering the said report is satisfied that right of user in the land specified in the Schedule appended to this notification should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act. the Central Government hereby declares that the right of user in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline,

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act. the Central Government hereby direct that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of the publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

Schedule

Tehsil :- Meghnagar		District :- Jhabua	State :- Madhya pradesh
SLNo.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1	Dadhaniya	100	0.0252
		101	0.2412
		102	0.0210
		79	0.1224
		77	0.0220
		80	0.0072
		76	0.01040
		75	0.1450
2	Meghanagar	183	0.2088
		180	0.2156
		182	0.0162
		125	0.2592
		126	0.0018
		123/1	0.0720
		122/1	0.1440
		122/2	0.0210
		117	0.2880
		105/1/2	0.3672
		105/2	0.1448
		106	0.0080
		107	0.1800
		89	0.0140
		86	0.1520
		85	0.2808
		63	0.3816
		62	0.2304
		1	0.0166
3	Nawapada Dhanna	31	0.0756
		32	0.0012
4	Bedawali	257	0.0090
		255	0.0015
		256	0.0315
		256/637	0.0420
		230	0.0720
		258	0.0020
		262	0.0087
		260	0.0630

1	2	3	4
4	Bedawali Con...	259	0.0490
		261	0.0101
		266	0.0210
		332	0.0424
		331	0.0110
		330	0.0744
		333	0.0280
		327	0.0540
		336	0.1008
		326	0.0144
		325	0.0280
		324	0.0480
		323	0.0104
		368	0.0584
		369	0.0152
		367	0.0490
		366	0.0491
		377	0.0498
		365	0.0630
		364	0.0560
		363	0.1440
		406	0.0144
		407/2	0.1728
		536	0.0420
		537	0.0015
		407/3	0.0020
		535	0.0030
		534	0.0280
		531/5	0.0348
		531/6	0.0320
		531/7	0.0560
		531/8	0.0140
		531/10	0.0790
		531/15	0.0630
		531/16	0.0428
		531/17	0.0348
		531/14	0.0080
		527	0.0896
		528	0.0015
		526	0.0256

1	2	3	4
4	Bedawali Con...	524	0.0140
		571	0.0838
		566	0.0212
		570	0.0630
		569	0.1296
		572/2	0.0100
		580	0.3600
		581	0.1296
		582	0.0144
		603/1	0.1980
		603/2	0.1800
		603/3	0.1764
		603/4	0.1080
		603/644	0.0900
		605	0.0348
		604/2	0.1260
		604/5	0.0840
		604/1	0.0844
		620	0.1800
		621	0.2808
		625	0.0520
		626	0.0208
		627	0.0800
		624	0.0135
5	Naugawa	230/2	0.0240
		230/1	0.1080
		231	0.2052
		233	0.1154
		234	0.0504
		232	0.1252
		276	0.0180
		278	0.2160
		277	0.0288
		280	0.0108
		281	0.0082
		282	0.0936
		283	0.0540
		284	0.0648
		289	0.1008
		290	0.1296

1	2	3	4
	Naugawa Con.....	293	0.0720
		294	0.0721
		298	0.0810
		378	0.0792
6	Guda Choota	131	0.1512
		132	0.0540
		133	0.0082
		134	0.0360
		135	0.1384
		139	0.0240
		140	0.0696
		142	0.0050
		145	0.3312
		128	0.0102
		18	0.3942
		17	0.2184
7	Mahuda	169	0.1008
		170	0.0324
		168	0.0125
		1	0.2592
		167	0.0252
		166	0.1296
		165	0.0720
		176	0.0792
		177/1	0.0468
		178	0.0216
		179	0.0468
		180/1	0.1368
		189	0.1872
		478	0.0864
		479	0.0144
		480	0.1800
		481	0.1224
		483	0.0936
		484	0.1188
		462	0.0720
		485	0.0252
		440	0.1008
		439	0.1368
		438	0.1080

1	2	3	4
7	Mahuda Conte..	433	0.0180
		434	0.1368
		432	0.0252
		430	0.2080
		429	0.0576
		369	0.4308
		368	0.0360
		367	0.0082
		365	0.1152

[F. No. R-25011/1/2006-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 19 दिसम्बर, 2006

का. आ. 5023.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 22.07.06 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का आ. 2795 तारीख 18.07.2006 द्वारा उस अधिसूचना से उपाबद्ध अनुसूचि तहसील बाजना जिला रतलाम राज्य मध्यप्रदेश में विनिर्दिष्ट भूमि में कोयली से रतलाम तक पेट्रोलियम छुलादो के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन विछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 24.08.2006 से जनता को उपलब्ध करा दी गई थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन विछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कॉर्पोरेशन लिमिटेड में सभी विल्लगमों से मुक्त होकर प्रकाशन की इस तारीख से निहित होगा।

अनुसूचि

तहसील -बाजना	जिला - रतलाम	राज्य- मध्य प्रदेश	
क्रमांक	गाँव का नाम	सर्वे नम्बर	क्षैत्रफल हेक्टर में
1	2	3	4
1	जाबड़.	267 268 284 282 285	0.1922 0.1728 0.3888 0.0216 0.1944

[फा. सं. आर-25011/2/2006-ओ.आर.-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 19th December, 2006

S. O. 5023.—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas. number S.O. 2795 dated 18.07.2006 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) published in the Gazette of India dated 22.07.2006, the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to Tehsil Bajna , Dist.Ratlam , State Madhya Pradesh, for the purpose of laying pipeline for the transportation of Petroleum Products from Koyali to Ratlam in the State of Madhya Pradesh by the Indian Oil Corporation Limited,

And whereas, the copies of the said Gazette notification were made available to the general public on 24.08.2006

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government ;

And whereas, the Central Government after considering the said report is satisfied that right of user in the land specified in the Schedule appended to this notification should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act. the Central Government hereby declares that the right of user in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline,

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act. the Central Government hereby direct that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of the publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

Schedule

Tehsil :- Bajna		District :- Ratlam	State :- Madhya Pradesh
SL.NO.	Name of Village	SURVEY NO	AREA IN HECTARE
1	2	3	4
1	Jabod	267 268 284 282 285	0.1922 0.1728 0.3888 0.0216 0.1944

[F. No. R-25011/2/2006-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 19 दिसम्बर, 2006

का. आ. 5024.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 22.07.2006 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का आ. 2796 तारीख 18.07.2006 द्वारा उस अधिसूचना से उपाबद्ध अनुसूचि तहसील रतलाम जिला रतलाम राज्य मध्यप्रदेश में विनिर्दिष्ट भूमि में कोयली से रतलाम तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां तारीख 24.08.2006 से जनता को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कॉर्पोरेशन लिमिटेड में सभी विल्लगमों से मुक्त होकर प्रकाशन की इस तारीख से निहित होगा।

अनुसूचि

तहसील — रतलाम		जिला — रतलाम	राज्य — मध्य प्रदेश
क्रमांक	गाँव का नाम	सर्वे नम्बर	क्षैत्रफल हेक्टर मे
1	2	3	4
1	धबई पाड़ा	10/1/1/45	0.0171
2	जुलवानिया	163/2	0.0843
		151	0.1800
		156	0.0540
		152	0.1445
3	नन्दलाई	83/1/4	0.0080
		234	0.0140
		238	0.1080
		235	0.2736
		236	0.1656
		222/1	0.5902
		222/9	0.0252
		222/7	0.0108
		222/6	0.2520
		222/4	0.2100
		220	0.1800
		220/242/2	0.1584
		220/242/1	0.2592
		218	0.0648
		213	0.0080
		200/1/2	0.0648
		200/1/1	0.1040
4	बंजली	3/1	0.1764
		4	0.2160
		16	0.0140
		17	0.0764
		14	0.0720
		12	0.2160
		10	0.1980
		8/3	0.0252
		8/2	0.0015
		8/2/5	0.2220
		25/2	0.0980
		29/1	0.1188
		24	0.2952
		26	0.0288
		50/1	0.4320
		50/2	0.0040
	बंजली निरन्तर	46/1	0.0936
		46/2	0.0612

1	2	3	4
5	बांगरोद	1402/1629	0.0144
		1377/1628	0.0597
		1441	0.2609
		712/5	0.1735
		700	0.2376
		699	0.3420

[फा. सं. आर-25011/2/2006-ओ.आर-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 19th December, 2006

S. O. 5024.—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas number S.O. 2796, dated 18.07.2006 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) published in the Gazette of India dated 22.07.2006, the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to Tehsil Ratlam, Dist.Ratlam, State Madhya Pradesh, for the purpose of laying pipeline for the transportation of Petroleum Products from Koyali to Ratlam in the State of Madhya Pradesh by the Indian Oil Corporation Limited, And whereas, the copies of the said Gazette notification were made available to the general public on 24.08.2006

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act. the Central Government hereby declares that the right of user in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline,

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act. the Central Government hereby direct that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of the publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

Schedule

Tehsil :- Ratlam		District :- Ratlam	State:-Madhya pradesh	
SL. NO.	Name of Village	Survey No.	Area in Hectare	
1	2	3	4	
1	Dhabaipara	10/1/1/45	0.0171	
2	Julwaniya	163/2	0.0843	
		151	0.1800	
		156	0.0540	
		152	0.1445	

1	2	3	4
3	Nandlai	83/1/4	0.0080
	234		0.0140
	238		0.1080
	235		0.2736
	236		0.1656
	222/1		0.5902
	222/9		0.0252
	222/7		0.0108
	222/6		0.2520
	222/4		0.2100
	220		0.1800
	220/242/2		0.1584
	220/242/1		0.2592
	218		0.00648
	213		0.0080
	200/1/2		0.0648
	200/1/1		0.1040
4	Banjali	3/1	0.1764
	4		0.2160
	16		0.0140
	17		0.0764
	14		0.0720
	12		0.2160
	10		0.1980
	8/3		0.0252
	8/2		0.0015
	8/2/5		0.2220
	25/2		0.0980
	29/1		0.1188
	24		0.2952
	26		0.0288
	50/1		0.4320
	50/2		0.0040
	46/1		0.0936
	46/2		0.0612
5	Bangrod,	1402/1629	0.0144
		1377/1628	0.0597
		1441	0.2609
		712/5	0.1735
		700	0.2376
		699	0.3420

[F. No. R-25011/2/2006-O.R.-I]
S. K. CHITKARA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 5025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल को. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एनकुलम के पंचाट (संदर्भ संख्या 193 से 216/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-12-2006 को प्राप्त हुआ था।

[सं. एल-30012/60/1996-आईआर (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 1st December, 2006

S.O. 5025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 193 to 216/2006) of the Central Government Industrial Tribunal/ Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Ltd., and their workmen which was received by the Central Government on 1-12-2006.

[No. L-30012/60/1996-IR (C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present :

Shri P.L. Norbert, B.A., L.L.B., Presiding Officer

(Friday the 17th day of November, 2006/26th Kartika, 1928)

I. D. 193/2006

&

I.D. 194/2006 to 216 of 2006

I.D. 193/2006

(I.D. 26/97 of Labour Court, Ernakulam)

Workman : C.J. James
Chakkalakkal House
Kadavanthra
Kochi -682 020.

Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.
139, Nungambakkam High Road
Chennai -600 034.

2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva -683 001.

I.D. 194/2006

(I.D. 27/97 of Labour Court, Ernakulam)

Workman : C.K. Kunjachan
Charuparambil
Kadungamangalam
Thiruvankulam.

Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.
139, Nungambakkam High Road
Chennai -600 034.

2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.

I.D. 195/2006

(I.D. 28/97 of Labour Court, Ernakulam)

Workman : T.K. Appu
Vadayanadu House
Eroor South,
Eroor, Ernakulam District.

Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.
139, Nungambakkam High Road
Chennai -600 034.

2. Shri E.T. Joseph
Contractor
Alampally,
Temple Road Aluva.

I.D. 196/2006

(I.D. 29/97 of Labour Court, Ernakulam)

Workman : 1. K. K. Chandran
Kuzhikkattil House
Kizhakkambalam
Thamarachal kara

Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.,
139, Nungambakkam High Road
Chennai -600 034.

2. Shri E.T. Joseph
Contractor
Alampally,
Temple Road
Aluva.

I.D. 197/2006

(I.D. 30/97 of Labour Court, Ernakulam)

Workman : **C.K. Kandappan (Died)**Legal hiers impleaded as per order in I.A./06
on 8-11-2006.1. Thankamma,
W/o Late C.K. Kandappan
Kotharipparambu,
Thiruvankulam P.O.2. Sunil,
S/o Late C.K. Kandappan
Kotharipparambu,
Thiruvankulam P.O.3. Suni,
D/o Late C.K. Kandappan
Kotharipparambu,
Thiruvankulam P.O.Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.
139, Nungambakkam High Road
Chennai -600 034.2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.**I.D. 198/2006**

(I.D. 31/97 of Labour Court, Ernakulam)

Workman : **John Varghese**
Mannalil House
Kadavanthrambalamughal
ErnakulamManagement : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.
139, Nungambakkam High Road
Chennai -600 034.2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.**I.D. 199/2006**

(I.D. 32/97 of Labour Court, Ernakulam)

Workman : **K.K. Rajan**
Kuzhikkattil House, Kaninad
Ernakulam.Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.
139, Nungambakkam High Road
Chennai -600 034.2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.**I.D. 200/2006**

(I.D. 33/97 of Labour Court, Ernakulam)

Workman : **E.N. Kuttapan**
Edavana House
Ambalamughal P.O.
Ernakulam District.Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.
139, Nungambakkam High Road
Chennai -600 034.2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.**I.D. 201/2006**

(I.D. 34/97 of Labour Court, Ernakulam)

Workman : **N.A. Kochal (Died)**Legal hiers impleaded as per order dated 25-2-2004Workman : 1. Saradha,
W/o Late N.A. Kochal
Nechikkattukuzhi
Ambalamedu P.O.
Kuzheekadukara -682 303.2. Manjusha,
D/o Late N.A. Kochal
Nechikkattukuzhi
Ambalamedu P.O.
Kuzheekadukara -682 303Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.
139, Nungambakkam High Road
Chennai -600 034.2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.**I.D. 202/2006**

(I.D. 35/97 of Labour Court, Ernakulam)

Workman : **M.C. Raghavan**
Manakakuzhi Karott House
Ambalamughal
Ernakulam District.Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.,
139, Nungambakkam High Road
Chennai -600 034.

Management :	2. Shri E.T. Joseph Contractor Alampally, Temple Road Aluva.	Management :	1. The Dy. General Manager (LPG) Indian Oil Corporation Ltd. 139, Nungambakkam High Road Chennai -600 034. 2. Shri E. T. Joseph Contractor Alampally, Temple Road Aluva.
	I.D. 203/2006 (I.D. 36/97 of Labour Court, Ernakulam)		I.D. 207/2006 (I.D. 40/97 of Labour Court, Ernakulam)
Workman :	B. Rajan, Bhaskaran Colony Irumpanam, Ernakulam District.	Workman :	M.A. Thomas Marikkarichira Arthunkal P. O. Cherthala, Alapuzha District
Management :	1. The Dy. General Manager (LPG) Indian Oil Corporation Ltd. 139, Nungambakkam High Road Chennai -600 034. 2. Shri E.T. Joseph Contractor Alampally, Temple Road Aluva.	Management :	1. The Dy. General Manager (LPG) Indian Oil Corporation Ltd. 139, Nungambakkam High Road Chennai -600 034. 2. Shri E.T. Joseph Contractor Alampally, Temple Road Aluva.
	I.D. 204/2006 (I.D. 37/97 of Labour Court, Ernakulam)		I.D. 208/2006 (I.D. 41/97 of Labour Court, Ernakulam)
Workman :	M.A. Narayanan Karuttedathu, Molathu Thiruvankulam P.O. Ernakulam District.	Workman :	M.P. Varghese Mazhavanaparambil Ambalamughal P.O. Ernakulam District.
Management :	1. The Dy. General Manager (LPG) Indian Oil Corporation Ltd. 139, Nungambakkam High Road Chennai -600 034. 2. Shri E.T. Joseph Contractor Alampally, Temple Road Aluva.	Management :	1. The Dy. General Manager (LPG) Indian Oil Corporation Ltd., 139, Nungambakkam High Road Chennai -600 034. 2. Shri E.T. Joseph Contractor Alampally, Temple Road Aluva.
	I.D. 205/2006 (I.D. 39/97 of Labour Court, Ernakulam)		I.D. 209/2006 (I.D. 42/97 of Labour Court, Ernakulam)
Workman :	M.V. Ummi, Manakkaparambil House, Maradu Ernakulam -682 304.	Workman :	P.D. Babu Kadayil House Ambunadu Edathala Ernakulam District.
Management :	1. The Dy. General Manager (LPG) Indian Oil Corporation Ltd. 139, Nungambakkam High Road Chennai -600 034. 2. Shri E. T. Joseph Contractor Alampally, Temple Road Aluva.	Management :	1. The Dy. General Manager (LPG) Indian Oil Corporation Ltd. 139, Nungambakkam High Road Chennai -600 034. 2. Shri E. T. Joseph Contractor Alampally, Temple Road Aluva.
	I.D. 206/2006 (I.D. 38/97 of Labour Court, Ernakulam)		I.D. 210/2006 (I.D. 43/97 of Labour Court, Ernakulam)
Workman :	M.A. Velayudhan Mangalassery House Thiruvankulam Ernakulam District.	Workman :	P.D. Babu Kadayil House Ambunadu Edathala Ernakulam District.

I.D. 210/2006

(I.D. 43/97 of Labour Court, Ernakulam)

Workman : M.K. Yohan
Mullayil House
Ambalamughal
Ernakulam District

Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.,
139, Nungambakkam High Road
Chennai -600 034.

2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.

I.D. 211/2006

(I.D. 44/97 of Labour Court, Ernakulam)

Workman : P.R. Ravi (Died)

Legal heirs impleaded as per order dated 8-8-2001

Addl. Claimants:

Workman : 1. Radha,
W/o Late P.R. Ravi
Palliparambil House
Kadungamangalam P.O.
Thiruvankulam.
2. Rajesh,
S/o Late P.R. Ravi
Palliparambil House
Kadungamangalam P.O.
Thiruvankulam.

Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.,
139, Nungambakkam High Road
Chennai -600 034.
2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.

I.D. 212/2006

(I.D. 45/97 of Labour Court, Ernakulam)

Workman : K.M. Joseph
Kottiyathu House
Iruppanam North
Ernakulam District.

Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.,
139, Nungambakkam High Road
Chennai -600 034.
2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.

I.D. 213/2006

(I.D. 46/97 of Labour Court, Ernakulam)

Workman : C.V. Joy
Chambomthuruthil
Chithrapuzha, Iruppanam
Ernakulam District.

Management : 1. The Dy. General Manager (LPG)
Indian Oil Corporation Ltd.,
139, Nungambakkam High Road
Chennai -600 034.

2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.

I.D. 214/2006

(I.D. 47/97 of Labour Court, Ernakulam)

Workman : K.T. Chandran (Died)

Legal heirs impleaded as per order dated 8.8.2001 as
Add. Claimants:

1. Ammini Chandran,
W/o Late K.T. Chandran
Kurutharaparambil (H)
Kambivelikkakom
Thiruvankulam P.O.
Ernakulam District.
2. Anil K. Chandran,
S/o Late K.T. Chandran
Kurutharaparambil (H)
Kambivelikkakom
Thiruvankulam P.O.
Ernakulam District.
3. Ajeech K. Chandran,
S/o Late K.T. Chandran
Kurutharaparambil (H)
Kambivelikkakom
Thiruvankulam P.O.
Ernakulam District.

4. Arun K Chandran,
S/o Late K.T. Chandran
Kurutharaparambil (H)
Kambivelikkakom
Thiruvankulam P.O.
Ernakulam District.

Management : 1. The Dy. General manager (LPG)
Indian Oil Corporation Ltd.,
139, Nungambakkam High Road
Chennai -600 034.
2. Shri E.T. Joseph
Contractor
Alampally, Temple Road
Aluva.

I.D. 215/2006

(I.D. 48/97 of Labour Court, Ernakulam)

Workman : E.S. Damodharan Pillai
 Thykkattu House
 Palluruthy Nada
 Kochi -682 006.

Management : 1. The Dy. General Manager (LPG)
 Indian Oil Corporation Ltd.,
 139, Nungambakkam High Road
 Chennai -600 034.
 2. Shri E.T. Joseph
 Contractor
 Alampally, Temple Road
 Aluva.

I.D. 216/2006

(I.D. 49/97 of Labour Court, Ernakulam)

Workman : C.K. Sasi
 Chakkuparambu House
 Charuvuparambil House
 Kadungamangalam -682 305.

Management : 1. The Dy. General Manager (LPG)
 Indian Oil Corporation Ltd.,
 139, Nungambakkam High Road
 Chennai -600034.
 2. Shri E.T. Joseph
 Contractor
 Alampally, Temple Road
 Aluva.

Representations :

Workman : Adv. Shri A.V. Xavier
 1st Management : Adv. M/s. Menon & Pai
 2nd Management : Adv. M/s. B.S. Krishnan
 Associates

AWARD

These are references made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 for adjudication. The references in these cases are common. As per an order in M.P.7/2006 filed in I.D. 193/2006 joint trial was ordered and I.D. 193/2006 is treated as the main case in which evidence was adduced. The original reference was :

“Whether the action of Shri E.T. Joseph in terminating the employment of Sri C.J. James was legal and justified ? If not, to what relief is the workman entitled ?”

2. There was a corrigendum as per which the reference stands amended as follows:

“Whether the action of Indian Oil Corporation and their sub-contractors Shri E.T. Joseph in terminating the employment of Shri C.T. James was legal and justified? If not, to what relief is the workman entitled?”

3. The facts in brief are as follows:

The workers in all these 23 cases along with 10 others were working in the bottling plant of Cochin Refineries Ltd. Ambalamughal doing the work of LPG cylinder handling. Marketing is an integral part of business of CRL. Loading and unloading of LPG cylinders in the factory premises of CRL is incidental to the marketing activities. The work is perennial in nature and done on a regular basis. According to the union instead of carrying on the loading and unloading work by CRL directly they entrusted the work to IOC. The job entrusted is handling, loading and unloading, transporting, repair and maintenance of LPG cylinders. That work is given on contract basis to IOC. The IOC in turn entrusted the work of loading and unloading and other transporting work to different sub-contractors. The second management, Shri E.T. Joseph is entrusted with the work of loading and unloading of LPG cylinders by IOC. This arrangement is nothing but exploitation of labour. Though sub-contractors were changed from time to time the workers continued without any change or break in service. The union made a representation to the Chairman of State Advisory Contract Labour Board, Thiruvananthapuram requesting to take steps to issue notification prohibiting contract labour at LPG Bottling Plant, Ambalamughal. Though the sub-committee of the Advisory Board visited the plant and studied the situation nothing was heard of the outcome till date. Meanwhile the union has approached the Hon'ble High Court of Kerala in O.P.6422/85 with regard to payment of Employees Provident Fund. There was an order directing IOC to comply with the provisions of EPF Act. While so, the CRL decided to close down the bottling plant at Ambalamughal and installed a new plant at Udayamperoor. During the *inter regnum* the marketing activities were carried on from other bottling plants of CRL. The plant at Udayamperoor started in January, 1994. But the workers in these cases were not taken back by the management. Out of 34 workers in the loading and unloading section, only 10 were taken back by the management when the new plant at Udayamperoor was started. At the same time 50 locals were taken for loading and unloading work. The workers were not given notice of closure or compensation. There was equally no notice of any lay off or compensation for the same. There was a conciliation talk in the presence of Sub-Collector to sort out the dispute of locals for employment in the new plant. In the proceedings the Sub-Collector directed the management to take back 10 out of 34 old workers in the loading and unloading section along with 50 locals. These proceedings were challenged before the Hon'ble High Court by the union in O.P.15988/93 and the proceedings were stayed on 23-11-1993 and it is pending. Even the 10 old workers were taken disregarding the seniority of workers. The action of the management is illegal and the workmen are entitled to be reinstated with back wages. There was a further statement by the workman by way of

reply to the written statement that the workers were not terminated by the management. The contention of 2nd management that there was a memorandum of settlement between the contractor and the union regarding service conditions is incorrect and is a fabricated story. There was no such settlement at any point of time. Only such a contention is taken by the 2nd management after the reference. The employment of the workers was to carry out the contract work of 1st management though the workers were engaged through sub-contractors. The 1st management had registered its establishment under the provisions of Contract Labour (Regulation & Abolition) Act and its sub-contractors have taken licences to employ workmen for their contract work. Therefore the 1st management is liable to pay the statutory benefits of the workmen on failure of sub-contractors. The workers were not employed by sub-contractors for any specific period. The workers have the right to get employed under the successive sub-contractors like 2nd management. Therefore the right to employment did not cease after 30-6-1993. The workers have every right to raise an industrial dispute. Since the workmen were on continuous service under successive sub-contractors of 1st management they are entitled to get gratuity. That liability has to be shouldered by 1st management in case of failure of 2nd management. For the statutory benefits such as ESI, PF, etc. the 1st management is liable. The workers were raising dispute and demand for employment ever since 30.6.1993. The proceedings before Sub-Collector and writ petition filed before Hon'ble High Court of Kerala are instances of demand of workers for employment. Therefore, there is no delay in raising industrial dispute. The first management is a necessary party in the nature of dispute. There is employer-employee relationship between IOC and workmen. The 2nd management is made a party as he was the immediate employer at the time of disengagement of workers.

4. The 1st management (IOC) filed counter statement contending that the reference is not maintainable. There is no relationship between IOC and workmen. The workmen are the employees of Shri E.T. Joseph. There cannot be any industrial dispute with IOC. It is a Government of India Undertaking and is engaged in marketing petroleum products. The Cochin Refineries Limited fills up LPG cylinders inside their premises and the same are marketed by IOC. The IOC had entered into a contract with Shri E.T. Joseph for the purpose of loading and unloading of LPG cylinders from the premises of CRL to vehicles. As such, Shri E.T. Joseph had appointed workers and he had paid them their wages. Shri E.T. Joseph had control and supervision over the work done by the workers engaged for loading and unloading. There was no employer-employee relationship between IOC and workmen. Since CRL decided to stop its bottling plant at Ambalamughal and start a new plant at Udayamperoor, the contract between 1st and 2nd manage-

ment for loading and unloading work was terminated. The IOC has not retrenched any of the workers. The question of closure of establishment also does not arise. The IOC has never interfered with the employment of workers under Shri E.T. Joseph. The IOC is not aware of the seniority of workers under Shri E.T. Joseph. No reliefs can be claimed against IOC. The IOC had also filed an additional counter statement stating that the IOC and other similar companies used to buy filled LPG cylinders from Cochin Refineries for the purpose of marketing. For safety reasons the bottling plant at Ambalamughal was closed and later a new plant was started at Udayamperoor. The 1st management had never employed any of the workers in these cases. The IOC is an unnecessary party. There are other necessary parties like other workers under the 2nd management and similar contractors, without those persons an effective adjudication of the dispute is not possible. The IOC has not terminated the services of any of the workers.

5. The 2nd management, Shri E.T. Joseph filed a written statement contending that the workmen were engaged for loading and unloading work in the bottling plant of CRL for the last many years. These workers were working under many contractors who were engaged by IOC from time to time. The 2nd management was given contract of loading and unloading work from 1-4-1988 to 30-6-1993 with a break from 1-7-1990 to 31-3-1992. There was a memorandum of settlement between workers and 2nd management regarding service conditions. The last of such settlement was on 12-1-1993. The settlement was in force up to 30-6-1993. One of the clauses in the settlement provides that the contract period will expire by 30-6-1993 and no further notice will be given to workers regarding discontinuance of the workers. The 2nd management has paid all legal dues to the workers during the period of work. Since there was no further contract after 30-6-1993 the 2nd management was not able to engage the workers. They cease to be employees of 2nd management on completion of contract work on 30-6-1993. There was no assurance to give employment to the workers in the new plant as it depended upon contract being given by IOC to the 2nd management. Only from 1-11-1994 2nd management was given contract work at Udayamperoor. The 2nd management was not a party to the conciliation proceedings before Sub-Collector. The 2nd management has not denied employment to the workers. The workers are not entitled to any relief.

6. In the light of the above pleadings the following points arise for consideration :

- (1) Whether there is a valid reference ?
- (2) Is the claim stale or barred by limitation ?
- (3) Are the claimants the employees of 1st management or 2nd management ?
- (4) Whether there is termination of service? If so, is it legal ?

(5) Are the workers entitled for reinstatement ?

The evidence consists of the oral testimony of WW1 and documentary evidence of Exts. W1 to 6 on the side of workmen and MW1 and Exts. M1 to 13 on the side of management.

7. Point No.(l):

According to the 1st management IOC the workers were not employed by them or terminated by them. They contend that the workers are the employees of the 2nd management contractor. Therefore, according to the 1st management there is no industrial dispute between IOC and workers. According to the 2nd management contractor the workers were engaged by him and not by the 1st management. The contract of 2nd management came to an end by 30-6-1993. So also the settlement between the 2nd management and the workers regarding service conditions also came to an end by 30-6-1993. Hence the workers have no right for further employment. Therefore according to the management there is no industrial dispute between workers and the management. Though there is a prayer by 1st management to consider this point as a preliminary issue, since the file was received by this court after evidence was recorded, I propose to consider this issue along with other issues in this case.

8. It is an admitted fact that the workers were engaged by the 2nd management contractor, Shri E.T. Joseph and not by IOC. But the contention of workers is that though they were engaged by the contractor, 2nd management they were controlled and supervised by the 1st management, IOC. Hence the 1st management is the real employer. However, the evidence regarding control and supervision by the 1st management is lacking in this case and the evidence part of the aspect will be dealt with later under the concerned point. But suffice to say that unless the workers are able to prove that the 1st management exercised control and supervision and the workers were treated by the 1st management as their own employees, they cannot be considered as 'workmen' within the definition of S-2 (s) of I.D. Act. If there is no relationship of employer-employee between the 1st management and workers the latter would not fall under the definition of 'workman'. Such relationship is not proved by the workers in this case. Besides they should be employed by an employer in an industry.

In IOCLtd. v. P.O., CGIT, Guwahati 2005 II-L.L.J. 850 a dispute arose as to whether the closure of LPG Plant of IOC and consequent termination by the concerned contractor of the service of his workmen was legal and proper? It was held by Guwahati High Court that the workers in the case were not the employees of IOC, but of contractor. It is found that there is no employer-employee relationship between IOC and workers. Hence they are not workmen defined in S-2 (S) of I.D. Act and there can be no 'industrial dispute' referable to Industrial Tribunal. The facts of the

reported case apply on all fours to the facts of the disputed case. Paragraphs 15 & 22 are relevant. They read:

"15. In the aforesaid decision of the Division Bench, labourers employed by the contractor in the bottling plant of Indian Oil Corporation seeking regularization of their services agitated the matter that they were employed by the Indian Oil Corporation in the bottling plant. A reference was made as to whether the action of the management of Indian Oil Corporation in not regularising the services of the contractual workers was justified. The Division bench held that in absence of any relationship of employer and employee as explicit on the face of the reference, the dispute could not be brought within the fold of 'Industrial Dispute' as defined in Section 2 (k) of the Industrial Disputes Act, 1947.

22. Above being the position which has emerged on the basis of factual and legal aspect of the matter, the issue raised in the present writ proceeding and as formulated above is liable to be answered in the negative against the respondents. The petitioner succeeds on both counts, viz. (i) there cannot be a reference raising an industrial dispute based on the closure of the LPG bottling plant in question which position is also admitted by the respondents and (ii) the respondents being not within the definition of workmen under the Industrial Disputes Act, 1947, no dispute can arise between the petitioner and the said respondents relating to the issue raised, they being the employees of the respondents No.24. Consequently the impugned order of reference dated May 19, 2000 issued by the respondent No.2 stands set aside and quashed. This will however, not preclude the respondents in seeking their remedy under the provisions of Contract labour (Regulation and Abolition) Act, 1970 and the Rules framed thereunder, if available to them and if so advised. "

The decision in IOC Limited v. P.O., Industrial Tribunal, Assam 1999 II-L.L.J 904 was rendered in a writ appeal. The appellant was the IOC. The dispute referred to the Industrial Tribunal was 'whether demand of workers employed by a contractor of IOC for regularization was justified or not'. It was held by the Division bench of Guwahati High Court that there was no employer-employee relationship between IOC and the contract workers and so the dispute could not be brought within the definition of 'Industrial Dispute' in S-2 (k) of Industrial Disputes Act. The remedy was to move the Government to abolish the contract labour.

In K.K. Thilakan v. FACT Ltd. 1991 II-L.L.N. 1161 the workers were employed by a contractor who were entrusted with the work connected with the manufacturing process in Udyogmandal Division of FACT. Consequent to the termination of contract between the contractor and FACT the contractor terminated the services of workers. The workers raised an industrial dispute regarding their absorption in service. The Labour Court passed an award directing FACT to reinstate the workmen with back wages and continuity of service. The matter was challenged before Hon'ble High Court and the award was quashed. On appeal to the Division Bench the matter was remanded to Labour Court to decide the dispute afresh. Thereafter an award was passed holding that the workmen do not have any legal right for regularization in FACT. That was challenged again by the workers. It was held by the Hon'ble High Court that the workers were employed by the contractor and not by FACT. When the contract came to an end the workers became unemployed. However the workers were never employed or engaged by FACT. They are not workers of FACT and their claim for absorption cannot give rise to an industrial dispute as defined in S-2(K) of I.D. Act. Reference of such a dispute to Labour Court is not valid. It is further observed in para 9 of the judgement that FACT being a Public Sector Undertaking equal opportunity of employment should be given to all unemployed seeking employment. Backdoor entry like the one in dispute through the contractor, cannot be permitted. The engagement of workers under a contractor cannot confer on the workers any preferential claim for appointment in the service of principal employer.

In COMINCO Binani Zinc Ltd. v. Pappachan 1989 (1)-KL T 6 the factory engaged a contractor to run a canteen. Workers were employed by the contractor. It was held by Hon'ble High Court of Kerala that when the management entrusted the responsibility of running a canteen to an independent contractor or cooperative society of workers the workers employed and paid by such contractor, cannot be considered as workers of the factory. There is no employer-employee relationship between the factory and such workmen. All claims of the workers are to be met by the contractor or the society, as the case may be. The employer of the workers will be the contractor or the society and not the factory. The claim in that case was for payment of gratuity and hence it was held by the Hon'ble High Court that so far as payment of wages to the workers in the canteen are concerned, if the contractor fails, the factory is liable ultimately as per S-21 (4) of Contract Labour (Regulation and Abolition) Act. However the definition of wages in S-2 (rr) of LD. Act or S-2(s) of Payment of Wages Act does not take in bonus or gratuity in its purview.

It is relevant to note the following decision of Hon'ble Supreme Court.

In Bombay Canteen Employees Assn. v. Union of India (1997) 6 SCC 723 it was held that the canteen

employees were not 'workmen' within the definition of S-2 (s) of LD. Act. Therefore the industrial adjudication on a reference u/s-10 (1) of the Act was not permissible. It is further observed that since the canteen was a statutory canteen, the workers could approach the Administrative Tribunal u/s-19 of Administrative Tribunal Act or High Court under Art. 226 of the Constitution.

The position that emerges from decisions aforementioned is that unless the contract workers are proved to be 'workmen' within S-2(s) of I.D. Act they cannot raise an industrial dispute and no valid reference can be made by Government to an Industrial Tribunal.

9. However, the learned counsel for the workers relied on Hussain Bhai, Calicut v. The Alath Factory Thozhilali Union, Kozhikode (1978) 4 SCC 257. The factory of Hussain Bhai was manufacturing rope. A number of workmen were engaged to make rope. But the workers were supplied by contractors. The contractors had agreements with the factory owner. Some of the workers were denied employment and an industrial dispute was raised. The dispute was whether the workmen were the workmen of principal employer or those of the contractor. The Hon'ble Supreme Court held that the work done by the workmen was an integral part of the industry as the materials were supplied by the management, the place of work belonged to the management, the equipments used belonged to the management and the finished goods were taken by the management for its own trade. The workmen were thus broadly under the control of the management. The Court held that these circumstances are conclusive proof that the workmen were really the workmen of the factory and not of the contractors. It is to be noted that in the decided case there was sufficient evidence to show that though the workmen were engaged by the contractor there was control and supervision by the factory and hence there was employer employee relationship between the factory and the workers. However, in the instant case the position is not the same. The work of employees engaged by the contractor Shri E.T. Joseph was loading and unloading of LPG cylinders into trucks and from the trucks. There is no evidence to show that IOC had given any direction to the workers or exercised control or supervision at any point of time. Merely because loading and unloading work was done in the premises of IOC or CRL, will not confer any right on the workmen or create any relationship with the principal employer.

In the light of what is stated above I find that there is no industrial dispute u/s-2(k) of I.D. Act which could be referred to this court.

10. Point No.(2):

According to the management there is delay of more than 4 years in raising the industrial dispute. The services of the workmen were dispensed with on 30-6-1993. The reference was made on 10-9-1997. Therefore it is contended

by the management that the dispute raised has become stale and barred by limitation. In paragraphs 7 of the claim statement of the worker in I.D.193/2006 and similar statements in other cases, it is mentioned that the workers were demanding employment in the new plant at Udayamperoor from the time their services were terminated on 30-6-1993. They waited for many months to hear from the management. Meanwhile the local people of Udayamperoor raised protest demanding employment. The Sub-Collector of Cochin conducted conciliation proceedings between the unions of workers, management and locals. A proceeding was drawn by the Sub-Collector by which it was decided to take back 10 out of 34 loading and unloading workers who were working under the 2nd management previously and 50 locals. This was challenged by union before Hon'ble High Court and the proceeding of Sub-Collector was stayed. It was thereafter that an industrial dispute was raised by the workers before ALC(C) on 30-5-1995. The conciliation failed and a failure report was sent by ALC(C) to Government on 30-4-1996. Ext. W6 is the failure report. It is no doubt true that there is no record to show that the workers had demanded employment at Udayamperoor plant, except the complaint to ALC(C) in 1995. But at least on 30-5-1995 the workers had raised an industrial dispute before ALC(C) which culminated in Ext. W6 failure report. Therefore at the most there is a delay of 2 years in raising a dispute after termination of the service of workers. But, if the mediation of Sub-Collector is taken into account it could be said that there is no delay at all. Assuming that there is a delay of 2 years in raising industrial dispute, it cannot be said that the dispute is either barred by limitation or claim is stale or the delay is inordinate. In the decision reported in *Ajaib Singh v. Sirhind Coop. Marketing-cum Processing S.S. Ltd.* (1999) 6 SCC 82 = (1999) II - L.L.N. 674 the Hon'ble Supreme Court observed that the Limitation Act does not apply to the proceedings under I.D. Act and Art. 137 of Limitation Act is not attracted in such proceedings. Apart from that, the management has no case that they are put to any inconvenience due to the delay, in tracing out records for the purpose of effectively defending the case. In the circumstances I find that there is no delay in raising the dispute.

11. Point No. (3):

This is the crucial issue in the case. The 1st and 2nd management contend that the workers are contract workers of the 2nd management contractor and not of 1st management IOC. Whereas the workers contend that, though they were engaged by successive contractors they were supervised and controlled throughout by IOC and that there is continuity of service irrespective of change of contractors. Some of them have put in 20 years' service. Therefore, according to them IOC is the real employer.

12. To show that the work is supervised and controlled by IOC the pleading is inadequate and evidence is insufficient. There is only a sweeping statement in the

pleadings (claim statement & reply statement) that the workers were supervised and controlled by the 1st management. No specific instances of such control or supervision are pointed out. So is the evidence. While MWI was cross-examined (page 15) he stated that filled LPG cylinders are taken from the Plant of CRL to the shed of CRL through contractors. The instruction for taking cylinders from the Plant to the shed is given to the contractor by IOC. In the place of loading and unloading of cylinders the officers of IOC would be present. To a question whether there was any arrangement to provide convenience either to the contractor or his supervisor to remain in the loading and unloading place, the witness answered that he is not aware. The only statement of WWI, the worker at page 5 of the Chief Examination is that the workers are working under the supervision and control of the officers of IOC. Nothing more is stated by him. This is not enough to say that there is supervision and control by the 1st management. The workers should point out what actually was the direction given, supervision made and the control exercised by IOC in the loading and unloading work. Admittedly, no appointment order was given by IOC. There is no agreement or memorandum of settlement between IOC and the workers regarding service conditions. The IOC has no authority to take any disciplinary action against the workers. Payment to workers is made, admittedly, by the contractor and not by IOC. No service benefits are given by IOC to the workers. However it was argued by the learned counsel for the workers on the basis of the order of Hon'ble High Court in O.P.6422/85 that IOC is the employer. The observation in that case was that the principal employer is ultimately liable for payment of provident fund benefits to workers in case of failure of the contractor. Ext. WI is copy of judgment. It is to be noted that it is under the provisions of Employees' Provident Funds and (Miscellaneous Provisions), Act, it was so held by the Hon'ble High Court. That does not mean that for all purposes and for liability under different statutes the principal employer is responsible.

13. It is true that the nature of work, that is, loading and unloading of LPG cylinders, is a regular work and is perennial in nature. But that also does not mean that the workers are the employees of IOC. A relationship of master and servant or employer and employee is to be established in order to say that the real employer is IOC and not contractor. The workers had continued for many years under different contractors. This need not be at the direction of IOC. The successive contractors might have felt that experienced workers would be better than fresh hands. Thus they might have preferred the workers who were with the previous contractors. However, the status of the workers as contractual workers never changed. The place of work is also not material in determining the relationship between the parties (*Punjab Sugar Mills Co.Ltd. v. State of U.P.* (1960) I-L.J. 756 (All.) (DB)).

14. That apart, it is admitted by the workers in the reply statement dated 11-10-1999 that IOC had registered its establishment under the provisions of Contract Labour (Regulation & Abolition) Act and its sub-contractors had taken licences to employ workmen for their contract work. In view of this pleading of the workers it follows that the contractors had every right to employ workers under them for carrying out the work of the principal employer. Section 7 of the CLRA Act speaks about registration of the establishment. Section 9 says that no principal employer shall employ contract labour without registration. Section 10 speaks about prohibition of employment of contract by the concerned Government by issuing a notification to that effect in respect of any establishment. Even if the nature of contract labour is perennial in nature the Government is empowered, if required, to prohibit contract labour by notification. So long as the employment of contract labour is not prohibited by the Government by notification, the workers cannot say that they are workers of the principal employer. Apart from that, there is no evidence to show relationship of employer-employee between IOC and the workers. It is appropriate to note the observation in IOC Ltd. v. P.O., I.T. Assam 1999 II-L.LJ 904 referred supra that the remedy of contract workers is to get the contract labour prohibited by a notification by the Government u/s-10 of CLRA Act. Before that, a contract labourer cannot claim or be treated as worker of the principal employer.

15. It is relevant in this context to refer to 'Workmen' of Food Corporation of India v. Food Corporation of India (1985) 2 I.L.J. 4 at page 9. It is a 3-Judge Bench decision of Hon'ble Supreme Court. In that case the Food Corporation had engaged a contractor for handling food grains at its Silliguri depot. But the Corporation had nothing to do with the manner of handling of food grains by the workers of contractor. The labour was employed by the contractor and payments were made by him. It was held that there was no previety of contract of employment between Food Corporation and the workmen. It was further observed that the expression 'employed' in the definition of 'workman' u/s-2(S) of ID. Act connotes a relation brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind. The essential condition of a person being workman within the terms of definition of 'workman' is that he should be employed to do the work in that industry and there should be an employment of his by the employer and there should be relationship between the employer and him as between employer and employee or master and servant. Unless a person is thus employed there can be no question of his being a 'workman' within the definition of S-2 (S) of the Act. When the contract system was in vogue, the workmen employed by the contractor were certainly not the workmen of the corporation.

16. So far as the present case is concerned, the contract system is not prohibited by notification and the relationship of master and servant is not established and hence the workers are to be found to be the workers of contractor and not of IOC.

17. Point No. (4):

Admittedly, no termination order was issued either by IOC or contractor to the workers. What really happened was that the Cochin Refinery Limited decided to close down its bottling plant at Ambalamughal and install a new plant at Udayamperoor. The work at Ambalamughal was stopped on 1-7-1993. Consequently the contract workers were denied employment. When the new plant was started at Udayamperoor in January, 1994 these workers were not taken back. According to the management the decision to stop the bottling Plant at Ambalamughal was taken by CRL and not by IOC. The contract period of 2nd management contractor came to an end by 30-6-1993 and consequently services of the workers too had come to an automatic end on the expiry of the period of contract. The date of stoppage of plant and the date of expiry of the contract period between IOC and the contractor was only a coincidence. According to the management the workers on expiry of the period of contract can no longer demand employment either under the contractor or under IOC. Ext. M10 is a letter of IOC to the contractor E.T. Joseph awarding contract for the period from 1-1-1993 to 30-6-1993 with an option to extend the period of contract as per the terms of agreement. Ext. M9 is a letter to the Inspector of O/o RLC(C), Ernakulam issued by IOC intimating that the contract work entrusted to Shri E.T. Joseph was completed on 30-6-1993. Ext. M3 is a settlement dated 12-1-1993 between Shri E.T. Joseph and the workers in these cases. Clause 18 of the Settlement refers to the period of settlement. It expired on 30-6-1993 as the contract between IOC and contractor expired on the same date. The decision of CRL to stop the Plant at Ambalamughal was also on the same day. By reason of stoppage or closing down of Plant, the workers under the contractor cannot claim that it amounts to termination or retrenchment of workers. I have already found that they are not the workers of IOC, but only the workers of the contractor. The contract workers do not get any right for continuance in service on the expiry of the period of contract. Since they are not workers of IOC there is no question of termination or retrenchment by IOC. So also, there is no retrenchment by the contractor as the period of contract had come to an end and the contract was not renewed thereafter. There is no illegality in stopping the services of the workers on the expiry of the period of contract since they are contract workers. There is neither retrenchment nor layoff nor closure in the instant case. Section 2 (oo) defines retrenchment which is termination of service of workman by the employer for any reason whatsoever, but does not include termination as a result of non-renewal of contract of employment between

employer and workman concerned on its expiry. Section 2 (kkk) defines lay off. It is failure or refusal or inability to give employment to workmen whose names are borne on the Muster Roll of the industrial establishment. I have already found that the workmen in these cases are not the workmen of the industrial establishment of 1st management IOC. They are only contract workers. Therefore no question of lay off also arises. Section 2(cc) defines closure. It is permanent closing down of a place of employment or part thereof. In these cases the place of employment was CRL. It was CRL who had decided to stop the Plant for a short period and start a new Plant at Udaympoor. The new Plant was started after 6 months in January 1994. The workers in these cases were not employed by CRL. They are not parties either to this dispute. The workers have no relationship with CRL. Apart from that, even if the Plant was not closed down the contract period had come to an end and unless renewed the workers could not have continued under the contractor or any successive contractors. There was no obligation for the successive contractors to take the same workers for loading and unloading work. The workers were not able to show that there was any stipulation to that effect between IOC and the contractors who were engaged at different periods. Thus I find that there is no termination of service, in the sense that the stoppage of work had happened not at the instance of anyone of the managements (IOC or contractor). It was only a natural consequence of the action of CRL and automatic end of service of contract workers and not a termination by either, IOC or contractor. Even if there is termination it is not illegal. The point is answered accordingly.

18. Point No. (5):

In the light of the aforesaid reasons I find that the workers are not entitled for reinstatement either under Contractor Shri E.T. Joseph or under IOC. Found accordingly.

19. Point No. (6):

I have already found under Point No. 4 that there is neither retrenchment nor lay off nor closure as defined under the provisions of I.D. Act. Under Section 21 of Contract Labour (Regulation & Abolition) Act if the contractor does not pay wages to the workers, the principal employer is answerable. But the workers have no case that any arrear of wages is due to them for the period they had worked under the contractor. The workers have no quarrel about provident fund benefits. As per S-4 of Payment of Gratuity Act, gratuity is paid to an employee on termination of service after rendering continuous service of not less than 5 years. The IOC is not the employer and the IOC has no liability to make provision for payment of gratuity. It is in evidence that the contract work of Shri E.T. Joseph was only for a period of less than 4 years between 1-4-1988 to 1-7-1993 with a break from 1-7-1990 to 31-3-1992. Whatever

that be, I have already found that there is no termination and even if there is termination it is not illegal. Therefore no question of granting any relief also arises.

20. In the result, a common award is passed finding that there is no illegal termination and the action of IOC and Contractor E.T. Joseph which resulted in stoppage of work of the workmen in these cases, is legal and justified. The workmen are not entitled to any relief. No cost. The award will take effect one month after its publication in the official Gazette. Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 17th day of November, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman :

WW1 – Shri C.V. Joy

Witness for the Management :

MW 1 – Shri Unnikrishnan C.P.

Exhibits for the Union :

W1 – Photostat copy of Judgement dated 18-12-1986 in OP. 6422/1985 of the Hon'ble High Court of Kerala.

W2 – Photostate copy of Form 6-A regarding E.P.F.

W3 – Photostat copy of Identity Card No. 1857870 issued by ESIC to John Varghese.

W4 – Photostat copy of letter dated 31-7-1990 issued by BPL Ltd. to CEO.

W5 – Statement of Service and Wage details of the workmen.

W6 – Failure of Conciliation Report dated 30-4-1996.

Exhibits for the Management :

M1 – Photostat copy of letter dated 5-5-1988 issued by LPG Cylinder Workers' Union to Shri E.T. Joseph, Contractor.

M2 – Photostat copy of letter dated 3-1-1992 issued by LPG Cylinder Workers' Union to Shri E.T. Joseph, Contractor.

M3 – Photostat copy of Memorandum of Settlement dated 12-1-1993.

M4 - Photostat copy of Memorandum of Settlement dated 25.7.1990.

M5 – Photostat copy of work order dated 4-4-1988 issued by IOC Ltd. to E.T. Joseph.

M6 – Photostat copy of order of extension of contract dated 20-4-89 issued by IOC Ltd. to E.T. Joseph.

M7 – Photostat copy of extension of work order dated 19-3-1990 issued by IOC Ltd. to E.T. Joseph.

M8 – Photostat copy of letter awarding contract dated 4-12-1991 issued by IOC Ltd. E.T. Joseph.

M9 – Photostat copy of Form VI.B regarding Notice of Completion of Contract Work.

M10 – Photostat copy of letter dated 31-12-1992 awarding contract issued by IOC Ltd. to E.T. Joseph.

M11 – Photostat copy of letter dated 21-10-1994 awarding contract issued by IOC Ltd. to E.T. Joseph.

M12 – Photostat copy of letter dated 29-11-1995 awarding contract issued by IOC Ltd. to E.T. Joseph.

M13 – Photostat copy of order dated 23-11-1993 in C.P. 29107/93 in OP.15988/93 of the Hon'ble High Court of Kerala.

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 5026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डेल्टा एअर लाइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय मुख्य-1 के पंचाट (संदर्भ संख्या 25/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-12-2006 को प्राप्त हुआ था।

[सं. एल-11012/93/98-आई.आर. (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 5026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25 to 2000) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Delta Air Lines and their workmen which was received by the Central Government on 1-12-2006.

[No. L-11012/93/1998-JR (C-I)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT:

JUSTICE GHANSHYAM DASS
Presiding Officer

REFERENCE NO. CGIT-25OF 2000

PARTIES : Employers in relation to the management of M/s. Delta Airlines AND Their workmen.

APPEARANCES:

For the Management : Mr. G.S. Shetty, Adv.

For the Association : Mr. R.B. Chavan, Adv.
Shri Leo D'Souza, President

State : Maharashtra

Mumbai, dated the 20th day of November, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) *vide* Government of India, Ministry of Labour, New Delhi Order No. L-11012/93/98-JR (C-I) dated 28-2-2000. The terms of reference given in the schedule are as follows :

मांग संख्या-1

“क्या डेल्टा एअरलाइंस एम्प्लाईज एसोसिएशन की मांग कि सर्वश्री लियो डिसूजा, हवोबी मैथ्यूज ग्लैन डिसिल्वा एवं पी.पी. मिस्टी, जो कि पदोन्त किए गए कर्मकारों से वरिष्ठ हैं को उच्चतर ग्रेड एवं बेतनमान दिया जाए उचित एवं न्यायसंगत है ? यदि हां तो उक्त कर्मकार किस राहत के पात्र हैं ?”

मांग संख्या-2

“क्या डेल्टा एअरलाइंस एम्प्लाईज एसोसिएशन की मांग कि प्रबंधतंत्र कर्मकारों के कार्य के मूल्यांकन के लिए प्रस्तावित प्रोफार्मा का प्रयोग भारत में तब तक नहीं किया जाए जब तक इस विषय में युनियन से विचार विमर्श एवं समझौता नहीं हो जाता, न्यायोचित है ? यदि हां तो इस संबंध में क्या निर्देश आवश्यक हैं ?”

मांग संख्या-3

“क्या डेल्टा एअरलाइंस एम्प्लाईज एसोसिएशन की मांग कि सर्वश्री रोडनी डिक्कुज, सिरीश अमंदवार एवं गोपाल अययजो कि पूर्व पदोन्त कर्मकारों से वरिष्ठ सेल्स रिप्रेजेंटिव है, को पदोन्त किया जाए सही एवं उचित है ? यदि हां तो उक्त कर्मकार किस राहत के पात्र हैं ?”

मांग संख्या-4

“क्या डेल्टा एअरलाइंस एम्प्लाईज एसोसिएशन की मांग कि प्रबंधतंत्र ओवरनाइट एक्सप्रेस वापसी पर अतिरिक्त आय कर का भार स्वयं उठाए विधिवत् एवं न्यायोचित है ? यदि हां तो इस संबंध में क्या निर्देश आवश्यक हैं ?”

2. The matter came up for hearing today before me. The 11nd Party has moved an application with a request that the 11nd Party does not wish to prosecute the reference further in view of the fact that the parties have resolved the issued and hence the reference may be disposed of.

3. This application is not opposed to by the Advocate for the 1st Party.

4. In this circumstance, the reference is dismissed.
5. An Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 5027.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जैट एअर लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, नई दिल्ली-I के पंचाट (संदर्भ संख्या 86/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-12-2006 को प्राप्त हुआ था।

[सं. एल-11012/58/2001-आई आर (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 5027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86/2001) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jet Air Ltd. and their workman, which was received by the Central Government on 1-12-2006.

[No. L-11012/58/2001-IR (C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL NO. 1, NEW DELHI

LD.NO. 86/2001

In the matter of :

Shri Ramesh Kumar son of Shri Rawali Ram,
House No.406-B, Gali No.4,
Sarpanch Wara (Near Shiv Mandir)
Mandawali, Delhi-92

...Workman

Versus

Director (N.I.),
Jct Air Limited,
Jct Air House.,
13. Community Centre,
Yusuf Sarai,
New Delhi

2. Vice President,
Jet Air Limited,
Jet Air House,
13, Community Centre,
Yusuf Sarai,
New Delhi

...Management

APPEARANCES : None for the workman.

Mrs. Jyotica Bhasin, Advocate A/R for management.

AWARD

The Central Government in the Ministry of Labour *vide* its Order No.L-11012/58/2001/I.R.(C-I) dated 27-9-2001 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the Vice President (N.I) Jet Air Ltd. Jet Air House, 13, Community Centre, Yusuf Sarai, New Delhi-110049, in dismissing Sri Ramesh Kumar, Ex. Office Asstt. With effect from 1-9-2000 from his services is justified, legal And valid? If not, to what relief and benefit is he entitled ?”

2. In response to the notices sent to the respective parties. The workman appeared and filed statement of claim claiming that he was dismissed on August, 2000. He was drawing half of the salary w.e.f. 13-1-89 till 2000. He is entitled to rest of the half salary with interest at the time of dismissal workman was 34 years of age and normal retirement age of the workman would have been till he attains the age of 60 years i.e. to say the workman would have worked for another 26 years. Since the workman was dismissed in August, 2000, therefore, his remaining salary of 4 months for year 2000 and for next twenty five years works out to be at the rate of last drawn salary Rs. 6165 is Rs. 18,74,160 alongwith interest. He is also entitled to bonus @ 20% and he also claimed other benefits which he would be entitled if he had retired in due course after attainment of the age of 60 years.

3. Claim statement was followed by written statement and the case was contested by filing written statement stating therein that he was issued additional charge sheets on 8th of January, 99. He was issued another charge sheet dated 3-3-99 on the allegations that he was claiming overtime/Preparing the overtime sheets without authorization and forging the signatures of his Department Head Ms. Brinda Roy and submitting the same directly to H.R.D. and based on signatures forged by him of his department Head and had been fraudulently claiming and receiving the overtime w.e.f. May, 97 to March, 98. Aforesaid conduct of the workman constituted gross misconduct on the part of the workman and enquiry was conducted in accordance with principles of natural justice by the enquiry officer on the above allegations and after enquiry and on the basis of record enquiry officer found workman guilty and submitted his report dated 30-6-2001 copy of which was sent to the workman *vide* letter dated 17-4-2000, he did not submit any comments and ultimately *vide* letter dated 1-9-90 he was dismissed from service.

4. On merits suspension of the workman is not denied. He was dismissed from service *vide* letter dated 1-9-2000 after he was found guilty of the charge during enquiry, during suspension period he was entitled to receive subsistence allowance and not entitled to relief

and further salary or wage for the period of his suspension. Rest of the averments in the claim statement are denied and claim is sought to be dismissed as untenable.

5. Written statement was followed by replication denying averments made in the written statement and reiterating the averments made in the claim statement.

6. Thereafter after filing of rejoinder case was fixed for filing documents when the workman on 18-11-04 when the case was fixed for rejoinder and documents AIR for the workman. Shri Naresh Kumar appeared and filed rejoinder and noted next date of hearing and the case was thus fixed for filing parties documents. Thereafter workman was to file documents. Neither the workman nor anybody on his behalf appeared. Workman last appeared on 6-4-2005 in person when he was supplied copy of management documents and the case was fixed for workman documents and admission denial and he was given last opportunity. Thereafter the case was posted for various dates on 26-5-05, 21-7-05, 8-9-05, when the workman failed to file documents and the case was adjourned to 10-11-05 when none appeared for the workman on the said date and thereafter workman did not appear on 12-1-06 when the case was adjourned to 13-6-06 for workman evidence and for filing documents in the meantime. On 13-6-06 workman appeared and requested for adjournment to file documents and affidavit in evidence as the same was not ready. Case was then adjourned to 29-5-06, 3-5-06 and 27-9-06 but none appeared for the workman and vide order dated 27-2-06 it was warned that he shall be proceeded ex parte if in case he failed to take steps and the case was fixed for today i.e. 27-11-06 when also he did not appear. Perusal of the above order sheet shows that the workman is not interested in the prosecution of this case. As such from this it can be safely presumed that he does not dispute the correctness of the action of the management. Hence no dispute award is hereby passed under these circumstances against the workman. File be consigned to record room.

S. S. BAL, Presiding Officer

Dated : 27-11-06.

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5028.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्काइलाइन एनइपीसी लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली II, के पंचाट (संदर्भ संख्या 76/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-12-2006 को प्राप्त हुआ था।

[सं. एल-11012/98/98-आई आर (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 4th December, 2006

S.O. 5028.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.76/99) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Skyline NEPC Ltd. and their workman, which was received by the Central Government on 1-12-2006.

[No.L-11012/98/98-IR (C-1)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT - II, RAJENDRA BHAWAN, NEWDELHI

PRESIDING OFFICER: R.N.RAI

I.D. No.76/1999

IN THE MATTER OF:

Smt. Rimmi Kalyan,
R/O. L-11, Sarita Vihar,
New Delhi-110044.

Versus

The Skyline NEPC Limited,
G-39, 3rd Floor, Pawan House,
Connaught Place,
New Delhi-110 001.

AWARD

The Ministry of Labour by its letter No.L-11012/98/98- IR (C-1) Central Government dt. 11-3-1999 has referred the following point for adjudication.

The point runs as hereunder:

“Whether Smt. Rimmi Kalyan who was posted as Assistant Manager in Skyline NEPC Co. is a workman according to the provision and said rule or not? If she is a workman whether it is justified and legal to terminate her services w.e.f. 08.08.1997? If not to what relief she is entitled to.”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the claimant was working with the management with effect from 1.02.1994 as Marketing Analyst. The claimant was appointed vide letter dated 11.03.1994 and was confirmed vide letter dated 08.08.1994. It is further submitted that the claimant was promoted as Assistant Manager vide letter dated 28.07.1995. The last drawn salary by the claimant was Rs.11,050. It is further submitted that the work performed by the claimant was mainly clerical in nature and the claimant is a workman within the definition of Section 2(s) of the ID Act, 1947.

It is further submitted that the management vide letter dated 8-8-1997 illegally terminated the services of the claimant without giving notice pay and retrenchment compensation. It is further submitted that the said termination was in violation of Section 25 F and other provisions of ID Act. It is submitted that the management even failed to pay salary for the month of July and August when the claimant had actually worked. The salary for the month of June was also paid only in the month of September.

The respondent/management has failed to pay any notice pay or retrenchment compensation to the claimant. It is therefore, submitted that the illegal retrenchment is in violation of the ID Act and amounts to illegal termination. The claimant is therefore entitled for reinstatement with full back wages.

It is further submitted that for any reason if the management is unable to reinstate the claimant and pay back wages, the management is liable to pay the following dues to the claimant.

Particulars	Amounts
Earned wage for the month of July, 97	Rs. 11,050.00
Earned wage for 8 days in the month of Aug., 97	Rs. 2,920.00
Medical reimbursement	Rs. 10,000.00
LTA	Rs. 4,000.00
Notice pay (one month salary)	Rs. 11,050.00
Retrenchment compensation @ 15 days pay every Completed year of services.	Rs. 22,100.00
Total	Rs. 61,120.00
Interest on the above @ 24% from the date of illegal retrenchment till the date of filing the claim.	Rs. 36,670.00
Compensation for harassment causing mental tension.	Rs. 30,000.00

In the facts and circumstances stated above, it is most respectfully prayed that the management be directed to reinstate the claimant and award full back wages or direct the respondent to pay an amount of Rs.1, 27, 790.00 as stated above along with interest @ 18% till the date of actual payment also award Rs.10,000.00 towards cost of the claim.

The management has filed written statement. In the written statement it has been stated that the claimant is not a 'workman' as defined under section 2 (s) of the ID Act, 1947 which specifically provides that one who is employed mainly in a managerial or administrative capacity is not a 'workman'.

That the claimant was appointed as 'Marketing Analyst' which is basically an administrative function,

involving the formulation of marketing policies. In fact, her position as 'Marketing Analyst' was a sort of probation, during which she was trained to hold a managerial position. Later on she was promoted as 'Assistant manager' (Marketing). In her capacity as 'Assistant Manager', besides framing of marketing policies she was also responsible for supervision of 'Marketing Executives'. Her salary at the time of her termination was Rs. 11,050 which also shows that her nature of work was not clerical.

That the claimant was not a 'workman' under the ID Act. Therefore, the claimant has no right to raise any industrial dispute and the present reference to this Hon'ble Court/Tribunal is illegal and void. Hence, this Hon'ble Court/Tribunal has no jurisdiction to entertain the present dispute and the claim of the claimant is liable to be dismissed.

It is specifically denied that the work performed by her was clerical in nature and she is a workman within the definition of Section 2 (s) of the ID Act. In fact, she used to perform the work of the managerial nature. Even otherwise, it is unbelievable that she was getting a salary of Rs 11,050 for performing clerical work.

It is denied that the services of claimant were illegally terminated in violation of Section 25 (F) or any other provision of ID Act. In fact, the claimant was not a 'workman' and the provisions of ID Act are not applicable to her. It is stated that the claimant was not a workman and the provisions of ID Act are not applicable to her. Therefore there is no question of any illegal termination or retrenchment. Hence, it is specifically denied that the claimant is entitled for any reinstatement.

The claims of the claimant are denied. It is also denied that the management is liable to pay any sum to the claimant. It is further stated that the alleged conciliation proceedings and the present reference is also illegal and void.

The workman applicant has filed rejoinder. In her rejoinder she has reiterated the averments of her claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

It transpires from perusal of the order sheet that the claimant was not present on several dates. The management has filed affidavit. The cross examination of the management witness was closed in the absence of the claimant. Heard argument from the side of the management.

It transpires from perusal of the claim statement that the claimant was working with the management w.e.f. 1-2-1994 as Marketing Analyst. She was appointed on 11-3-1994 and was confirmed vide letter dated 8-8-1994. She was promoted as Assistant Manager vide letter dated 28-7-1995. Her last drawn salary was Rs.11050.

In the statement of claim the claimant has himself admitted that her last drawn salary was Rs.11050 and she was promoted as Assistant Manager w.e.f. 28-7-1995. In

the above facts and circumstances the claimant is not a workman in view of Section 2 (s) of the ID Act, 1947.

It was submitted from the side of the management that she was performing administrative function involving the formulation of Marketing Policy. She was a Marketing Analyst. She was subsequently promoted as Assistant Manager. She is not a workman in view of the definition of Section 2 (s) of the ID Act, 1947. So she is not entitled to get any relief as prayed for.

The reference is replied thus :

Smt. Rimmi Kalyan who was posted as Assistant Manager in Skyline NEPC Co. is not a workman under section 2(s) of the ID Act, 1947. Termination of her services w.e.f. 08-08-1997 is legal and justified. She is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 01-12-2006.

R.N. RAI, Presiding Officer

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5029.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 66/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-40011/6/2001-आई आर (डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 4th December, 2006

S.O. 5029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 4-12-2006.

[No. L-40011/6/2001-IR (DU)]
SURENDRA SINGH, Desk Officer
ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT - II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER: R.N. RAI.

I.D. No. 66/2004

IN THE MATTER OF:

Shri Ranbir Singh,
C/o. Delhi Labour Union,
Aggarwal Bhawan,
G.T. Road, Tis Hazari,
Delhi-110054

Versus

The Section Officer, (SPB-I),
Dak Bhawan,
Sansad Marg,
New Delhi-110001.

AWARD

The Ministry of Labour but its letter No. L-40011/6/2001-IR (DU) Central Goverment dt. 31-03-2004 has referred the following points for adjudication.

The point runs as hereunder:—

“Whether the demand of the Delhi Labour Union from the management of Deptt. of Posts to give appointment to Shri Ranbir Singh, S/o. Late Shri Mange Ram on compassionate grounds to the post of Postman on regular basis is just and fair? If so, to what relief the concerned workman is entitled?”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that Late Shri Mange Ram was employed as a Postman at Post Office, Gole Market, New Delhi. During the employment he died on 15-7-1996 leaving behind the following members of the family in harness.

1. Smt. Phool Devi, Wife, 58 years.
2. Smt. Kamla Devi, Daughter, 38 years.
3. Shri Karamvir Singh, Son, 36 years.
4. Smt. Vimla Devi, Daughter, 34 years.
5. Smt. Sarla Devi, Daughter, 32 years.
6. Shri Ranbir Singh, Son, 30 years.

That a proper application was made to the department for getting employment on compassionate ground. The application for compassionate appointment was given by Smt. Phool Devi, wife of Late Shri Mange Ram for securing employment to her son, Shri Ranbir Singh which has been rejected vide communication No. 24172/97-SPB-I dated 19-4-1999 without assigning any reason.

That the family of the deceased were completely dependent on the workman Shri Mange Ram as he was the only bread earner for the family. Now, after the death of the workman, the family of the deceased consisting of six aforesaid legal heirs have no source for their livelihood and they have reached the verge of starvation.

That Shri Ranbir Singh is eligible for appointment on compassionate ground on the post of postman. He is unemployed. That the denial of appointment of the

workman on compassionate ground is wholly illegal, bad, unjust and malafide.

That in similar circumstances the dependents of other deceased employees have been given employment on compassionate ground but the workman aforesaid was denied the same. That according to the verdict of the higher courts the management should have given him appointment within 4 months on compassionate ground on regular basis.

That the Hon'ble Supreme Court of India in the matter of "Sushma Gosain & Ors. Vs. Union of India reported in 1989 SCC & (L&S) 662 SC has held that the appointment on compassionate ground is to mitigate the hardship due to the death of bread earner in the family and such appointment should be made on regular basis in proper pay scale. The Hon'ble Supreme Court further observed that in such appointment there should not be any delay.

That the Hon'ble Delhi High Court in the matter of "Hira Lal Vs. General Manager, DESU reported in 1993 (27) DRJ 559 (Delhi) has directed the management of DESU to appoint the family member of the deceased employee in service.

That the Hon'ble Supreme Court of India in the matter of "Balbir Kaur Vs. Steel Authority of India Limited reported in (2000) 97 FJR 43 SC where the Hon'ble Supreme Court has held that the legal representative is entitled for appointment on compassionate ground.

That in a recent judgment of Hon'ble Delhi High Court passed by Mr. Justice Madan B. Lokur on 16-10-2000 it has been held that the industrial tribunal has powers to grant appointment on compassionate ground.

That the Hon'ble High Court of Karnataka in the matter titled as K. Raja Vs. Karnataka Electricity Board [1991 (Vol. 1) LLN 152] has held that appointment on compassionate ground cannot be rejected to an applicant/dependent even if another family member is already in service with the management. In the present case none of the family member is employed.

That the Hon'ble High Court of Allahabad in the matter titled as Nand Lal Kushwaha Vs. State of UP [1991 (Vol. 62) FLR 491] has held that appointment on compassionate ground should be allowed even by creating a post if the post is not available at the relevant time.

That this is one of the service conditions of the workman that in case of death of any employee during employment one dependent of the deceased employee has to be given employment on compassionate ground.

That in the similar circumstances the management has given employment on compassionate ground to other employees but has denied the same to this workman which is violative of Article 14, 16 of the Constitution of India.

That a demand notice was served upon the management by registered A/D post vide communication dated 19th August, 1999 duly received in their office but

no reply was received and it was presumed that the demand has been rejected. Thereafter, a statement of claim was also filed before the Conciliation Officer but the conciliation proceedings also failed due to adamant and non-cooperative attitude of the management.

The management has filed written statement. In the written statement it has been stated that the case is that on 15-7-1996 one Shri Mange Ram, Ex. Postman posted at New Delhi GPO expired in the month of September, 1996 his son (applicant) applied for appointment on compassionate ground.

That the application was received by the answering respondent vide CPM, NDHO letter No. B2/7, CG/Ranbir/96-97 inter alia praying for job on compassionate grounds. On 16-1-1997 the application of the applicant was put up before the committee constituted for this purpose along with other cases.

That the committee after carefully and sympathetically considering the application of the applicant in relation to other similar cases under the provisions of extant rules/guidelines issued from time to time, reached the conclusion that applicant is not entitled for job on compassionate grounds. The committee came to the conclusion for the following reasons :—

A. It was found that the applicant is not in indigent condition and as such the case did not come under the preview of most deserving cases under the scheme of compassionate appointment.

B. There are various judgments of Hon'ble Supreme Court of India namely "U.K. Nagpal Vs. State of Haryana and others" [JT 1994 (3) SC 525] wherein the Hon'ble Supreme Court has clearly held that compassionate appointment cannot be granted after a lapse of reasonable period and it is not a vested right, which can be exercised at any time in future. In the present case the father of the applicant died on 15-7-1996 but application was received in September, 1996 i.e. about two months after.

C. That the Hon'ble Supreme Court in the matter titled as "Himachal Road Transport Corporation Vs. Dinesh Kumar" [JT-1996 (5) SC 379]. On May, 1996 has also reached to a conclusion that appointment on compassionate ground can be made only if a vacancy is available for that purpose. The Hon'ble Supreme Court had taken the similar view in case titled as "Hindustan Aeronautics Limited Vs. Smt. A. Radhika Tirumalai" [JT 1996 (9) SC 197] dated 9th October, 1996.

D. The department of Personnel and Training vide their OM No. 14014/18/200-Estt (D) dated 22-6-2001 have clearly said that in future, the prescribed committee should take into account the position regarding availability of vacancies for compassionate appointment on compassionate ground only in a really deserving case and only if vacancy available that too within the ceiling of 5% of vacancies, falling under direct recruitment quota.

E. The applicant cannot claim appointment on compassionate ground as matter of right. The applicant before approaching the management had approached the Delhi Labour Union and on that advice he had approached the department.

On 12-3-1997, Smt. Phula Devi i.e. Mother of the applicant had submitted an application for reconsideration of her case. Her case was duly reconsidered sympathetically but CPMG again found it ineligible, hence, rejected the application and the applicant was accordingly informed.

F. The department paid following terminal benefits to the widow which are as under :—

GPF	—	Rs. 34,550.00
DCRG	—	72,102.00
CGEIS	—	37,184.00
PLI	—	5,000.00
Total	—	Rs. 1,48,836.00

The widow is also receiving the family pension of Rs. 1,764 per month.

It is wrong to state that the application was rejected without assigning any reason. The case of the applicant was duly examined in detail by CRC and found there was no hardship being faced by the family of deceased Government servant. It is submitted that all her daughters are married. Her elder son is in Government service as such the condition of the family cannot be put to the ambit of indigent.

It is wrong that there is no source of income for the family of Shri Ranbir Singh. The elder son of the deceased employee is a government servant and all the daughters are married, hence, there is no as such liability.

It is stated that according to instructions of DOP&T only 5% of the DR approved vacancies in any Grade, C&D posts can be filled up on compassionate grounds and in the absence of such vacancies, there is no provision of any compassionate appointment.

It is stated that the claim of the applicant was duly considered. Every case is examined on the basis of merits and only the most deserving cases are considered depending upon the vacancy position.

It is stated that among other factors the major determining factor is the availability of vacancies no such definite period of limit is laid down for offering compassionate appointment. As stated earlier the case was examined and rejected.

It is stated that each and every case is decided on different facts. The applicant is outside the ambit and facts of the case as quoted by the applicant.

It is stated that no such precondition is attached to the appointment of a Government servant. It is a matter of gratitude and sympathy of the department to the members of the deceased that a compassionate appointment is offered as per laid down provisions.

There is no violation of Article 14 or 16 of the Constitution of India. The equality of the applicant has not been snatched by the management. It is stated that no specific instance has been shown by the applicant which states that the equity of the applicant has been snatched by the respondents.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that the applicant Shri Ranbir Singh is the son of deceased Shri Mange Ram. He has been nominated for compassionate appointment by her mother Smt. Phoola Devi w/o Late Shri Mange Ram. His application has been rejected vide communication No. 24-172/97 - SPB-I dated 19-4-1999 without assigning any reason. The rejection of the application for compassionate appointment of Shri Ranbir Singh is illegal, bad and malafide. The family of the deceased Shri Mange Ram is in harness. They have no sufficient means for their survival. The action of the management is contrary to law.

It was submitted from the side of the management that a committee was constituted for the purpose of giving compassionate appointment. The committee carefully and sympathetically considered all the aspects of the case and rejected the application of the applicant as he was not found within the ambit of indigent condition and his case is not one of the most deserving cases under the scheme of compassionate appointment.

It was further submitted that the Hon'ble Supreme Court in the U.K. Nagpal and State of Haryana has held that compassionate appointment is not a vested right. It has been further held in Himachal Road Transport Corporation Vs. Dinesh Kumar that appointment on compassionate ground can only be made if the vacancy is available for that purpose. The case of the applicant is beyond the preview of most deserving cases as per the scheme of the compassionate appointment. The workman cannot claim compassionate appointment as a matter of right. All the compassionate appointments are to be covered under 5% vacancy.

It was further submitted that the applicant is not a workman u/s 2 (s) of the ID Act, 1947. There is no relationship of master and servant between the claimant and the answering management. There is no family responsibility on the applicant. He is 30 years of age. He has been properly educated by his deceased father. He does not deserve compassionate appointment. His mother is drawing family pension of Rs. 1,764 per month for her own survival. The

deceased Shri Mange Ram has married all his daughters. His one son is in Government service.

It was submitted that the sole object of granting him compassionate appointment is to enable the family to tie over the sudden crisis. In the present case there is no such situation.

My attention was drawn to 2003 1998 (FLR) 131, 1995 - I - LLJ 798, 1994 - II - LLJ 812. I have perused the case law cited. It is true that the management has to create post in case of deserving candidates. The availability of post cannot be the ground for not giving compassionate appointment: The management has to exceed 5% ceiling limit in deserving cases. The case of a family in crisis cannot be rejected on the ground of non-availability of the post or exceeding 5% ceiling limit. In the instant case the applicant is 30 years old. He is major. He has been properly brought up and educated by his father. So it cannot be said that the family is in crisis and compassionate appointment is necessary for sustenance of the family. The law cited by the workman applicant is not applicable in the facts and circumstances of the present case.

Compassionate appointment is always given to redeem the family in distress. In the instant case the deceased has left no minor children and no unmarried daughters. He has left only one son Shri Ranbir Singh and he is 30 years old. It cannot be even presumed that a 30 years old man is not properly brought up and educated. Shri Ranbir Singh is not minor and he is not studying in any college or in any university. Compassionate appointment is given taking into consideration the dire need of the family of the deceased. The son claiming compassionate appointment is 30 years old. His mother is getting family pension and his mother has received the all terminal benefits amounting to Rs. 1,48,836. Smt. Phool Devi w/o. deceased Shri Mange Ram and Shri Ranbir Singh are the two members of the family. It cannot be said that the death of the deceased Shri Mange Ram has left the family in crisis.

There are no children of the deceased studying. The applicant is a grown up person. Compassionate appointment is not a vested right. He cannot claim compassionate appointment as a matter of right. The applicant is not in any way indigent and the family is not in any way in financial crisis.

The respondents have rightly rejected the claim of the applicant for compassionate appointment after the considering the entire aspects of the case. There may be more deserving cases within the ambit of 5% vacancies. In case appointment is given to the claimant the case of many befitting and needy applicants may be ignored. The applicant does not deserve any compassionate appointment.

The reference is replied thus :

The demand of the Delhi Labour Union from the management of Deptt. of Posts to give appointment to Shri

Ranbir Singh, S/o. Late Shri Mange Ram on compassionate grounds to the post of Postman on regular basis is neither just nor fair. The applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 01-12-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5030.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/थम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 111 तथा 112/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार तक 4-12-2006 को प्राप्त हुआ था।

[सं. एल-40011/6 एवं 7/2004-आई.आर.(डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 4th December, 2006

S.O. 5030.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111 & 112/2004) of the Central Government Industrial Tribunal-cum-Labour Court Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 4-12-2006.

[No. L-40011/6 & 7/2004-IR (DU)]

SURENDRA SINGH, Desk Officer

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD

PRESENT : Shri T. Ramchandra Reddy, Presiding Officer

Dated the 20th day of November, 2006

Common Order In

Industrial Dispute Nos. 111/2004 & 112/2004

BETWEEN :

1. Sri G. Kamalakar,
PO Begumpet, (Mandal),
Bejenki, Distt. Karimnagar (AP)]

.... Petitioner in ID No. 112/2004

2. Sri G. Yesuratnam,
H. No. 2-10932 (New 1246),
Yothinagar, Karimnagar-2.

.... Petitioner in ID No. 112/2004

AND

1. The General Manager,
Telecom, M/s. BSNL,
Karimnagar (AP)-505 001

2. The Chief General Manager,
M/s. Bharat Sanchar Nigam Limited,
Andhra Pradesh Circle, Abids,
Hyderabad-500 001.

..... Respondents

APPEARANCES:

For the Petitioners : Shri D. Balakishan Rao,
Advocate

For the Respondents : Shri V. Rajeshwara Rao,
Advocate

AWARD

These two industrial disputes bearing Nos. ID 111/2004 and ID 112/2004 arises on being referred by the Government of India *vide* order Nos. L-40011/6/2004-IR (DU) dated 20-8-2004 and L-40011/7/2004-IR (DU) dated 20-8-2004 respectively in exercise of powers conferred by clause D of sub-section 1 and sub-section 2A of Sec. 10 of Industrial Disputes Act, 1947 for adjudication by this tribunal with the following schedule.

SCHEDULE

In ID No. 111/2004:

“Whether the action of the Management of M/s. BSNL, Karimnagar and Hyderabad in not regularizing the services of Sh. G. Kamalakar, Casual Mazdoor working with effect from 20-11-2000 when his juniors were regularized and promoted to the next posts is justified or not? If not, to what relief the applicant is entitled for ?”

In ID No. 112/2004:

“Whether the action of the Management of M/s. BSNL, Karimnagar and Hyderabad in not regularizing the services of Sh. G. Yesuratnam, Casual Mazdoor working with effect from 20-11-2000 when his juniors were regularized and promoted to the next posts is justified or not? If not, to what relief the applicant is entitled for ?”

2. Since the facts and the question of law is similar in nature in both the cases it is convenient to dispose of both the IDs by a common Award.

3. The claimant Sri G. Kamalakar submitted his claim statement stating that he was appointed as a casual mazdoor under the control of the 1st Respondent w.e.f. 2-1-1986 and that he completed about 17 years of service as casual mazdoor to the satisfaction of his superiors. The Respondent inspite of confirming the temporary status and regularization has terminated his services on 29-4-1998 on the ground that he submitted a bogus work days certificate in support of the work done by him. He approached Hon'ble Central Administrative Tribunal, Hyderabad Bench and also Hon'ble High Court of A.P., by filing Writ Petition No. 23456 of 1998 and batch. The Hon'ble High Court of A.P. passed interim direction suspending the termination order. In pursuance of the orders of the Hon'ble High Court of A.P., he was re-

engaged as a casual mazdoor on 17-12-1999 pending disposal of the Writ Petition. The Hon'ble High Court of A.P. disposed of the Writ Petitions and batch on 22-11-2000 directing the Respondent to engage the Petitioner and others afresh w.e.f. 22-11-2000. The Petitioner was continued as a casual labour and became eligible for regularization in view of the decision reported in AIR 1987 Supreme Court Cases page 2342 as he completed more than 240 days of service in a year. The Hon'ble High Court of A.P. also directed the Respondent to formulate a scheme to regularise the services of the Petitioner along with others. But the Respondent has not taken any action and did not confirm the temporary status on the ground that engagement of the casual labour was banned on 20-6-1988. The Petitioner further submitted that his services were terminated on 29-4-1998. He was re-engaged in pursuance of the interim orders of the Hon'ble High Court of A.P. from 17-12-1999. As such, the question of break period does not arise and the said period has to be treated as on duty. It is further submitted that the first Respondent in his letter dated 5-9-2002 furnished his service particulars along with others and requested the Assistant General Manager (Admn.) to consider the cases for regularization of services. Further, the services of S/Sri Ch. Subba Reddy, N. Shyam Sunder Rao and G.P. Rangaiah who have also filed Writ Petitions along with the Petitioner and also similarly placed were confirmed temporary status during the year 2002 and regularized during the year 2003. Similarly, one Sri Sudhakar Reddy, contract labour was also given temporary status and regularized and the same benefit was not given to the Petitioner inspite of several vacancies.

4. The claimant Sri G. Yesuratnam in ID 112/2004 filed his claim statement stating that he was appointed as a casual mazdoor w.e.f. 2-1-1986 and that he completed 17 years of service to the satisfaction of his superiors and that his services were terminated on 29-4-1998 on the ground that he has submitted bogus work days certificate in support of work done by him. He approached Hon'ble Central Administrative Tribunal as well as the Hon'ble High Court of A.P., by filing Writ Petition along with others in WP No. 23456 of 1998 and batch. The Hon'ble High Court of A.P. has issued interim orders directing the Respondent to engage him as a casual labour and accordingly, he was re-engaged on 17-12-1999. The Writ Petitions batch was disposed of on 22-11-2000. The Petitioner stated similar facts as stated by Sri G. Kamalakar in ID 111/2004.

5. The Respondent filed counter affidavit of Sri B. Narsinga Rao in both the industrial disputes and denied the averments made in the petition and taken the same pleas in both the cases and pleaded that the Petitioners claim to the effect that they worked in R.E., Projects, got verified through a letter dated 30-6-1990 and the record of engagement for the period as claimed is not available and has been weeded out as per the retention schedule. The Railway Electrification authorities of Nagpur *vide* their

letter dated 17-7-1990 furnished the working period as Nil. Therefore, the claim of the Petitioners that they were engaged in the Railway Electrification Project was found to be false. As such their services were terminated due to ban orders dated 22-6-1988 by issuing a notice dated 20-7-1993. It is admitted that the Petitioners have approached Hon'ble Central Administrative Tribunal by filing OA No. 1014/93, which was disposed on 26-8-93 directing the Respondent to hold an enquiry giving a reasonable opportunity to the Petitioners. The Petitioners were taken back on the final disposal of the said OA on the file of Hon'ble Central Administrative Tribunal and enquiry was held. During the enquiry the Petitioners and other claimants could not substantiate their claim in the Department, as such a termination notice was issued dated 24-7-1998. The Petitioners and others approached the Hon'ble High Court of A.P. against the orders of the termination and obtained interim orders for their re-engagement and finally the writ petition was disposed of on 22-11-2000 by treating the Petitioners engagement as afresh. It is further submitted that the record of the service prior to 22-11-2000 has no relevance for any purpose and the claim for seniority and as of temporary status and regularization of the Petitioners could only be considered basing on their engagement as casual labour subject to the availability of vacancies with reference to their age and qualification according to the recruitment rules. The Petitioners are not entitled for seniority or consequential benefits since their engagement was afresh as per the orders of the Hon'ble High Court of A.P. from 22-11-2000.

6. It is further submitted that with regard to Sri Ch. Subba Reddy, the matter is pending in the Hon'ble High Court of A.P., in WP No. 9528/2004, as a substantial question of law. Regarding Sri G.P. Rangaiah, Sri Sudhakar Reddy, and Sri N. Shyam Sunder Rao, the cases are distinct and different and have no relevance to the case of the Petitioners.

7. The Petitioner claimants have filed their respective rejoinders stating that there is a record in Railway Electrification Projects since a certificate was issued by Sub-Divisional Officer, Phones-II, Karimnagar which are filed by the Petitioners and the plea of the Respondent that the records are weeded out is of no consequence and the persons similarly situated were given temporary status and absorption. It is not justifiable for the Respondent to refuse the same benefit to the claimants. Further denied that the cases of Sri Ch. Subba Reddy, Sri G.P. Rangaiah, Sri Sudhakar Reddy and Sri N. Shyam Sunder Rao are distinct and different and have no relevance to the case of the Petitioners; and pleaded that they were appointed and engaged along with the Petitioners.

8. The Petitioners G. Kamalakar and G. Yesuratnam filed their respective affidavits in support of their case and got marked documents EX.W1 to W6 in ID 11/2004 and EX.W1 to W4 in ID 112/2004. In ID 111/2004 the documents

are as follows: EX. W1 is the copy of order in WPMP 27064/1999. EX.W2 is the copy of re-engagement order issued by SDO Karimnagar dated 17-12-1999. EX. W3 is the copy of list of working periods from 1-1-86, consisting of 14 pages. EX. W 4 is the copy of proceedings dated 29-4-2003 issued by A.G.M., Telecom Circle-I, Hyderabad. EX.W5 is the copy of letter dated 25-6-2003 of the Div. Engineer, Telecom, Transmission, Abids, Hyderabad. EX.W6 is the copy of letter dated 27-2-2003 by A.G.M., GMTD, Karimnagar. In ID 112/2004 the Petitioner filed the following documents: EX.W1 is the copy of list of working periods from 1-12-82 to 4-7-85 and 1-5-89 to 30-7-98 to till date consisting of 3 pages. EX.W2 is the copy of proceedings dated 29-4-2003 issued by A.G.M., Telecom Circle-I, Hyderabad. EX.W3 is the copy of letter dated 25-6-2003 of the Div. Engineer, Telecom, Transmission, Abids, Hyderabad. EX.W4 is the copy of letter dated 27-2-2003 by A.G.M., GMTD, Karimnagar.

9. They reiterated in their affidavits the averments made in their respective claim statements. The case of the Petitioners is that there is one Sri Ch. Subba Reddy is similarly placed workman and filed Writ Petition along with them and a common Judgement was passed in the Writ Petitions filed by the Petitioners and Ch. Subba Reddy. Further, Sri Subba Reddy was given temporary status and regularization as a casual mazdoor and subsequently promoted as a telephone mechanic.

10. As against this, the Respondent filed affidavits of MW1 Sri B. Narsinga Rao. As the witness could not be produced for cross examination they filed the evidence affidavit of MW2 Sri M. Venkata Swamy in support of their case and got marked documents in both the cases. In ID 111/2004 the following documents were marked: EX.M1 is the copy of DOT letter dated 22-6-1988 imposing ban on engagement of casual labour. EX.M2 is the copy of DOT lr. dt.12-2-99 imposing total ban. EX.M3 is the copy of DOT letter dated 30-3-1985 imposing ban on engagement of casual labour. EX.M4 is the copy of letter dated 30-6-90 to A.O., R.E., Projects, Nagpur by R2. EX.M5 is the copy of letter dated 17-7-90 to R2 by A.O., R.E., Projects, Nagpur. EX.M6 is the copy of order dated 22-11-2000 in WP 21586/99. EX.M7 is the copy of annexure of re-engagement of casual labour as per EX.W6. EX.M8 is the copy of Appendix-3 of FHB Vol.III stipulating Retention Schedule. EX.M9 is the copy of letter of regularization with regard to absorption of eligible casual mazdoors and not extendable to the Petitioners dated 29-9-2000. EX.M10 is the copy of order in OA No.1014/93 dated 26-8-93. EX.M11 is the copy of letter dated 9-4-2003 to the ALC(C), Mancherial by the Petitioner. EX.M12 is the copy of enquiry report dt. 13-12-97. The following documents were marked in ID 112/2004: EX.M1 is the copy of DOT letter dated 22-6-1988 imposing ban on engagement of casual labour. EX.M2 is the copy of DOT letter dated 12-2-99 imposing total ban. EX.M3 is the copy of DOT letter dated 30-3-1985 imposing

ban on engagement of casual labour. EX.M4 is the copy of letter dated 30-6-90 to A.O., R.E., Projects, Nagpur by R2. EX.M5 is the copy of letter dated 17-7-90 to R2 by A.O., R.E., Projects, Nagpur. EX.M6 is the copy of order dated 22-11-2000 in WP 21586/99. Ex.M7 is the copy of annexure of reengagement of casual labour as per EX.W6. EX.M8 is the copy of Appendix 3 of FHB Vol. III stipulating Retention Schedule. EX.M9 is the copy of letter of regularization with regard to absorption of eligible casual mazdoors and not extendable to the Petitioners dated 29-9-2000. Ex.M10 is the copy of order in OA No.1018/93 dated 26-8-93. EX.M11 is the copy of 2nd termination order dated 24-7-98. EX. M 12 is the copy of 1st termination order dated 30-7-93. EX.M13 is the copy of letter dated 9-1-2004 to the General Manager, Telecom by the ALC(C), Mancherial. EX.M14 is the copy of letter of the Petitioner to the Assistant Labour Commissioner (C), Mancherial dated Nil. EX.M15 is the copy of reference of the dispute to the Central Government dated 20-8-2004. EX.M16 is the copy of enquiry report dt.15-11-97.

11. It is admitted by MW2 in his cross examination that he does not know about the confirmation of temporary status to Sri Ch. Subba Reddy, Sri Shyam Sunder Rao, Sri Sudhakar Reddy and G.P. Rangaiah and their absorption.

12. The Petitioners and others claimed that they worked at the Railway Electrification Project at Nagpur from 1986 to 1989 and filed service certificates to that effect. The Respondent Management has disputed service at Railway Electrification Project, Nagpur and found that they filed false certificates. On that the Respondent has terminated their services. Against their termination, the Petitioners approached Hon'ble Central Administrative Tribunal and there after they filed Writ Petitions before the Hon'ble High Court of A.P. Sri Ch. Subba Reddy has filed the Writ Petition No.23456/98, the Petitioner G. Kamalakar filed Writ Petition No.21586/99 and the Petitioner G. Yesuratnam filed Writ Petition No.21579/99. The relief claimed by the Petitioner is to declare the termination order dated 24-7-98 as arbitrary and illegal. Further a common order was passed by the Hon'ble High Court of A.P. on 22-11-2000 in respect of the Writ Petitions filed by the Petitioners and others who were similarly situated. The Writ Petitions were allowed with the following observations, "Taking into consideration the fact that these Petitioners have worked as casual labourers (mazdur) under the Respondent-Management for such a long period ranging 1985-86 till date, though pursuant to the Interim direction granted by this Court, and many of them might have already crossed the age of eligibility and without taking into consideration the genuineness or otherwise of the certificates produced by them; it is now ordered that the Respondent Management shall engage these Petitioners afresh as casual labourers from this day and pay them the wages and other emoluments payable to the causal labourers from this day. Regarding regularization of these Petitioners, it shall depend upon the future

exigency, any scheme to be launched by the Management, the suitability of the workmen, etc..". In view of the order in Judgement of the Hon'ble High Court of A.P., the Respondent re-engaged the Petitioners as casual labour. The status of the Petitioners is that they are still working as casual labourers for the last more than 17 years. The Hon'ble High Court of A.P., has held without taking into consideration of the genuineness or otherwise of the certificates produced by the Petitioners and others. It was directed to the Respondent-Management to engage the Petitioners afresh as casual labour and pay them wages and other emoluments and they are entitled for regularization depending upon the future exigencies and schemes to be launched by the Management."

13. The Learned Counsel for the Petitioner contended that Sri Ch. Subba Reddy who was similarly placed casual labour, also alleged to have been filed false certificate regarding the service at Railway Electrification Project, Nagpur along with the Petitioners has filed Writ Petition before the Hon'ble High Court of A.P., and while the writs are pending Sri Ch. Subba Reddy was given temporary status and subsequently regularized his services. As such, the Petitioners are also entitled for temporary status and absorption.

14. On the other hand, the Learned Counsel for the Respondent contended that in view of the orders of the Hon'ble High Court of A.P., the Petitioners service has to be counted only from the date of the Judgement and they are not entitled to claim any seniority or service and the Petitioners could not be absorbed since there is no fresh scheme available.

15. The version of the Respondents is that even though the Petitioners have worked for several years their services cannot be counted in view of the orders of the Hon'ble High Court of A.P. that their engagement as casual labour has to be treated as afresh from the date of the Judgement.

16. In ID 111/2004 the Petitioner has filed the document Ex. W 6 regarding the appointment of Sri Ch. Subba Reddy. This document discloses that Sri Ch. Subba Reddy has filed service records claiming to have worked in Railway Electrification Project during the period 1984—86 and requested to provide work. As such he was engaged as a casual labour and a letter was addressed to the Railway Electrification Projects authority for verification of particulars and that the authorities have informed that Sri Ch. Subba Reddy did not work during that period. An enquiry was held and found that Sri Ch. Subba Reddy has filed false certificate. In the mean time a letter of SDOT dated 8-11-91 confirmed temporary status to Sri Ch. Subba Reddy w.e.f. 1-10-89. Since the service certificate filed by Sri Ch. Subba Reddy was proved to be false he was terminated from service *vide* letter dated 24-7-98. Sri Ch. Subba Reddy and other terminated causal labour in the same case approached the Hon'ble High Court of A.P. and

got interim suspension of the order of termination. The Writ Petition was disposed of directing the Respondent Management to engage the Petitioners and Sri Ch. Subba Reddy afresh w.e.f. 22-11-2000 as stated above. The Petitioners, casual mazdoors were terminated and taken afresh from 22-11-2000 whereas, Sri Ch. Subba Reddy who was already given regular mazdoor w.e.f. 1-10-2000 he was, not taken as afresh and he was given promotion from time to time.

17. It should be noted that before the disposal of the Writ Petition before the Hon'ble High Court of A.P. Sri Ch. Subba Reddy was given temporary status w.e.f. 1-10-1989 and the same was not brought to the notice of the Hon'ble High Court of A.P. Sri Ch. Subba Reddy who was also placed in the similar situation, was promoted during the pendency of the Writ Petition filed by the Petitioners and Sri Ch. Subba Reddy.

18. The Respondent Management could not state the details regarding Sri Ch. Subba Reddy, Sri Shyam Sunder Rao and Sri G.P. Rangaiah who were alleged to be the similarly placed casual labour like Petitioners were granted temporary status. The Respondent claimed that their cases are distinct and different but could not place any record to justify their contention. It is categorically pleaded by the Petitioners that the said casual labours are juniors to them and they were regularized and promoted. The contention of the Respondent that the Petitioners has to be treated as afresh candidates even though Sri Ch. Subba Reddy who was similarly placed was given temporary status and promotion is not justified. The Respondent has not brought to the notice of the Hon'ble High Court of A.P. regarding the promotion of the Sri Ch. Subba Reddy during the pendency of the proceedings in Writ Petitions. He also faced the same enquiry as the Petitioners faced and his services were also terminated on the ground that he filed false certificate.

19. In view of the circumstances, the Petitioners who were working as casual labours are entitled to get temporary status, consequent absorption on par with Sri Ch. Subba Reddy. Therefore, a common award is passed accordingly directing the Respondent to grant temporary status and regularization to the Petitioners Sri G. Kamalakar in ID No. 111/2004 and Sri G. Yesuratnam in ID No. 112/2004 on par with Sri Ch. Subba Reddy from the date of his getting temporary status i.e., 1-10-1989.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected, by me on this the 20th day of November, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner : Witnesses examined for the Respondent :

In ID 111/2004:

WW 1: Sri G. Kamalakar MW1: Sri B. Narsinga Rao
MW2: Sri M. Venkata Swamy

In ID 112/2004:

WW 1: Sri G. Yesuratnam MW1: Sri B. Narsinga Rao
MW2: Sri M. Venkata Swamy

Documents marked for the Petitioner in ID 111/2004

Ex.W1: Copy of order in WPMP 7064/1999
Ex.W2: Copy of re-engagement order issued by SDO, Karimnagar dt. 17-12-1999.
Ex.W3: Copy of list of working periods from 1-1-86, consisting of 14 pages
Ex.W4: Copy of proceedings dt. 29-4-2003 issued by A.G.M., Telecom Circle-I, Hyderabad
Ex.W5: Copy of lr. dt. 25-6-2003 of the Div. Engineer, Telecom, Transmission, Abids, Hyderabad
Ex.W6: Copy of lr. dt. 27-2-2003 by A.G.M., GMTD, Karimnagar.

Documents marked for the Respondent in ID 111/2004

Ex.M1: Copy of DOT lr. dt. 22-6-1988 imposing ban on engagement of casual labour
Ex.M2: Copy of DOT lr. dt. 12-2-99 imposing total ban.
Ex.M3: Copy of DOT lr. dt. 30-3-1985 imposing ban on engagement of casual labour
Ex.M4: Copy of lr. dt. 30-6-90 to A.O., R.E., Projects, Nagpur by R2
Ex.M5: Copy of lr. dt. 17-7-90 to R2 by A.O., R.E., Projects, Nagpur
Ex.M6: Copy of order dt. 22-11-2000 in WP 21586/99.
Ex.M7: Copy of annexure of re-engagement of casual labour as per Ex.W6
Ex.M8: Copy of Appendix-3 of FHB Vol. III stipulating Retention Schedule
Ex.M9: Copy of lr. of regularization with regard to absorption of eligible casual mazdoors and not extendable to the Petitioners dt. 29-9-2000
Ex.M10: Copy of order in OA No. 1014/93 dt. 26-8-93
Ex.M11: Copy of lr. dt. 9-4-2003 to the ALC(C), Mancherial by the Petitioner
Ex.M12: Copy of enquiry report dt. 13-12-97

Documents marked for the Petitioner in ID 112/2004

Ex.W1: Copy of list of working periods from 1-12-82 to 4-7-85 and 1-5-89 to 30-7-98 to till date consisting of 3 pages
Ex.W2: Copy of proceedings dt. 29-4-2003 issued by A.G.M., Telecom Circle-I, Hyderabad
Ex.W3: Copy of lr. dt. 25-6-2003 of the Div. Engineer, Telecom, Transmission, Abids, Hyderabad
Ex.W4: Copy of lr. dt. 27-2-2003 by A.G.M., GMTD, Karimnagar.

Documents marked for the Respondent in ID 112/2004

Ex.M1: Copy of DOT lr. dt. 22-6-1988 imposing ban on engagement of casual labour.

Ex.M2 Copy of DOT Ir. dt.12-2-99 imposing total ban.

Ex.M3: Copy of DOT Ir.dt.30-3-1985 imposing ban on engagement of casual labour.

Ex.M4: Copy of Ir.dt.30-6-90 to A.O., R.E.,Projects, Nagpur by R2.

Ex.M5: Copy of Ir. dt.17-7-90 to R2 by A.O., R.E., Projects, Nagpur

Ex.M6: Copy of order dt.22-11-2000 in WP 21586/99

Ex.M7: Copy of annexure of re-engagement of casual labour as per Ex.W6.

Ex.M8: Copy of Appendix-3 of FHB Vol. III stipulating Retention Schedule

Ex.M9 : Copy of Ir. of regularization with regard to absorption of eligible casual mazdoors and not extendable to the Petitioners dt.29-9-2000 .

Ex.M10: Copy of order in OA No. 1018/93 dt.26-8-93

Ex.M11: Copy of 2nd termination order dt.24-7-98

Ex.M12: Copy of 1st termination order dt. 30-7-93

Ex.M13: Copy of Ir. dt.9-1-2004 to the General Manager, Telecom by the ALC(C), Mancherial

Ex.M14: Copy of letter of the Petitioner to the Assistant Labour Commissioner (C), Mancherial dt.Nil

Ex.M15: Copy of reference of the dispute to the Central Govt. dt.20-8-2004.

Ex.M16: Copy of enquiry report dt. 15-11-97

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5031.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 51/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/8/2003-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 4th December, 2006

S.O. 5031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/2003) of the Central Government Industrial Tribunal-cum-Labour Court Hyderabad as shown in the Annexure in Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman which was received by the Central Government on 4-12-2006.

[No. L-40012/8/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LAOUR COURT, HYDERABAD

PRESENT:
SHRIT. RAMCHANDRA REDDY, Presiding Officer

Dated the 23rd day of November, 2006

Industrial Dispute No. 51/2003

BETWEEN:

J. Srinivas, D.No.9/274/A,
Gowrishankarapuram,
Gudiwada - 521301.Petitioner

AND

The General Manager,
Bharat Sanchar Nigam Limited,
Vijayawada (A.P.)Respondent

APPEARANCES:

For the Petitioner : Sri S.M. Subhan, Advocate

For the Respondent : Sri R.S. Murthy, Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour by its order No.L-40012/8/2003-IR(DU) dated 21-4-2003 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 with the following schedule.

SCHEDULE

“Whether the action of the management of Bharat Sanchar Nigam Limited, Vijayawada in dismissing services of Sri J. Srinivas, Ex-casual Mazdoor is justified? If not to what relief the workman is entitled to?”

2. The Petitioner claimant J. Srinivas also filed LCID No.129/2003 under Sec.2A(2) of Industrial Disputes Act, 1947 seeking the same relief against the Respondent Management. As such the same is clubbed in this case as a memo filed by the Petitioner.

3. The Petitioner submitted that he was engaged as a casual mazdoor by the Respondent Management from 8-11-1981 and discharged from 1-4-1984 for want of work and that he worked for 857 days. He was re-engaged from 5-10-1990 and continued upto 25-3-1994 and he was terminated orally removing his name from muster roll. Later on he was re-engaged from 1-4-1994 onwards through a contractor and continued in service under the contractor. He has completed 980 days of service since his appointment on 8-11-1981, the break-up engagement from 1-4-1984 till 5-10-1990 was due to non-availability of work claimed by the Respondent. He has completed 1123 days on his re-engagement. He further submitted that several of his juniors with later date of appointment were retained in

service and given temporary status and denied the same benefit to him. He approached the Hon'ble Central Administrative Tribunal and filed OA No.1316/1994 and the same was allowed on 29-8-1997 with a direction to the Respondent to grant temporary status and regularization of his service. A review petition filed by the Respondent against the said orders was also dismissed on 2-1-1998. The Respondent filed a Writ Petition No.14130/1998 on the file of Hon'ble High Court of A.P. which was allowed on 23-1-2002 with a direction to the Petitioner to approach this Tribunal for getting relief.

4. It is further submitted that the Respondent has replied that the Petitioner could not be given temporary status in view of his break in service. His juniors, S/Sri 1. P.K. Srinivasa Rao, 2. Jampani Venkateswara Rao, 3. M. Sai Babu, 4. K. Yesudas, and K. Nagabushanam were given temporary status condoning the break up service. Similarly, one Sri M.Pentaiah was granted temporary status condoning break up service of about 4 years. Similarly, Smt. V. Vijaya Kumari was also granted temporary status though having 3 years of break up service.

5. The Respondent filed counter affidavit of Sri B. Jayaprakash and denied the averments made by the Petitioner. Respondent admitting the proceedings before the Hon'ble Central Administrative Tribunal and before the Hon'ble High Court of A.P. It is submitted that Petitioner worked as a Casual Labour from 8-11-1981 to 31-3-1984 and re-engaged from 5.10.1990 to 25-3-1994 and thereafter he was engaged by the contractor. It is further submitted that the engagement of the Petitioner was time bound work for specific period and there was no engagement after 1-4-1984. Similarly he was re-engaged from 5-10-1990 for a specific time bound work upto 25-3-1999 and thereafter he was not engaged as the work was completed. The casual labour engaged after 31-3-1984 were considered for temporary status and regularization in accordance with scheme formulated by the DOT dated 7-11-1989 pursuant to the decision of the Hon'ble Supreme Court reported in AIR 87 SC 1647. It is further submitted that the causal labourers who were reengaged after 1-4-1984 in the exigency of service have been considered for regularization and granted temporary status under the scheme dated 7-11-1989 and there is no scope to consider the claim of the Petitioner as he was re-engaged from 5-10-1990 inspite of the ban orders dated 30-3-1985 and the case of the Petitioner is not covered by the terms and conditions of the said scheme. The Petitioner was engaged by the contractor from 1-4-1994 and there is no relationship of employer and employee and further there is no scope for granting temporary status and requested to dismiss the petition.

6. The Petitioner filed his evidence affidavit in support of his case and got marked the following documents: Ex.W1 is the copy of representation of WW1 to the Respondent. Ex.W2 is the copy order of Hon'ble

Central Administrative Tribunal in OA No. 1360/94 dated 29-8-97. Ex. W3 is the Copy of application for grant of temporary status by WW1. Ex. W4 is the copy of certificate issued by JTO, Coaxial, Gudiwada certifying that WW1 worked for 857 days. Ex. W5 is the copy of certificate issued by JTO, Coaxial, Gudiwada certifying that WW1 worked for 239 days. Ex. W6 is the copy of certificate issued by JTO, E-10B, Installation, Vijayawada certifying that WW1 worked for 1980 days. Ex. W7 is the copy of representation of WW1 to the Respondent recd. on 3-10-97. Ex. W8 is the copy of certificate issued by JTO, E-10B, Installation, Vijayawada certifying that WW1 worked for 1980 days counter signed by SDO (D. Tax), Telecom District, Vijayawada. Ex. W9 is the copy of proceedings No.CM.VJ/DE.Cx1.VJ/86-87 dated 9-9-1986.

7. As against this evidence the Respondent filed the affidavit of Sri B. Jayaprakash, Divisional Engineer (Computers) and got marked the following documents: Ex. M1 is the copy of Appendix. III regarding preservation of records. Ex. M2 is the copy of letter dated 7-11-89 regarding grant of temporary status and regularization to the casual labour. Ex. M3 is the copy of office memo dated 12-2-99 regarding engagement of casual labourers. Ex. M4 is the copy of letter dated 7-6-1988 regarding recruitment of casual workers and persons on daily wages. Ex. M5 is the copy of DOT letter dated 22-6-88 regarding casual labour recruitment. Ex. M6 is the copy of DOT letter dated 30-3-85 regarding casual labour recruitment. Ex. M7 is the copy of Office memo dated 15-6-1999 regarding engagement of casual labour and reiterated the averments stated in the counter.

8. It is not in dispute that the Petitioner has filed OA No.1316/1994 on the file of Hon'ble Central Administrative Tribunal stating that he was engaged from 1981 to 1984 and from 1990 to 1994 by the Respondent Management and that he is eligible for grant of temporary status and consequential benefit of regularization of service. Further contended that his dis-engagement from 31-3-1984 to 1-4-1990 was due to non-availability of work. As such the break of 6 1/2 years has to be condoned for grant of temporary status. The Hon'ble Central Administrative Tribunal allowed the petition directing the Respondent to consider the Petitioner for grant of temporary status and consequential regularization and also observed, 'The break in service from 1984 to 1990 is definitely not attributable to the applicant. This is evident from the reply, as he was discharged from want of work. In other words, even though he presented himself, for work, he could not be engaged as there was no work. Hence, the applicant filing any petition for condonation of break in service does arise as the applicant cannot attribute any reasons caused by him for the break in service. In that view it has to be held that the break in service from 1984-90 is attributable to the Department as there was no work to be offered to him. If that be the case the period from 1984 to 1990 cannot be

treated as break in service attributable to the applicant and hence he should ask for condonation of break in service. Hence the casual service rendered by him from the date of his engagement from 1981 to 1984 has to be calculated and added to his service from 1990-94 and on that basis his eligibility for bringing him on temporary status and regularizing him should be considered." The Respondent Management filed review petition No.1/1998 and the same was dismissed. The Respondent filed a Writ Petition No. 14130/1998 which was allowed granting the Petitioner herein to raise an industrial dispute before this Tribunal. However, the Hon'ble High Court of A.P. has deferred with the view taken by the Hon'ble Central Administrative Tribunal regarding the condonation of break in service observed as follows: "We are unable to subscribe their view expressed by the tribunal that the absence of the first respondent from the service between 1984 and 1990 be ignored and the said period should be treated as if he was in service and that should be taken into consideration for grant of temporary status since the break in service from 1984 to 1990 is attributable to the Department as there was no work to be offered to him. The Tribunal held that the period from 1984 to 1990 cannot be treated as break in service attributable to the first Respondent. The fact remains that the first Respondent did not render any service from 1984 to 1990 and his services were not utilised by the Petitioners herein. Therefore, the question of computation of service as such does not arise."

9. The Learned Counsel for the Petitioner contended that the Petitioner was engaged as a casual labour and put in more than 240 days of service and that he is entitled for grant of temporary status and future absorption. He further contended that his juniors were retained and confirmed temporary status. On the other hand the Learned Counsel for the Respondent contended that the reference does not disclose the date of dismissal of the Petitioner and further there are no records available with the Respondent to verify the engagement of Petitioner and further contended that even the Petitioner was engaged, as claimed by him he is not entitled for grant of temporary status since he is not covered by the scheme dated 7-11-1989 and further pointed out that Petitioner has admitted that he worked under contractor from 1-4-1994. As such there is no relationship of employer and employee between the Respondent and the Petitioner. He further pointed out that since he was not engaged after 1-4-1984, the Petitioner is not eligible for grant of temporary status under the scheme dated 7-11-1989.

10. The Petitioner also stated in his affidavit that he received a letter from the Respondent that his case was considered under the scheme and found that he is not eligible, since the break up service cannot be condoned.

11. The Petitioner has claimed that his juniors were retained and confirmed temporary status, he could not produce any satisfactory evidence to show that they are

juniors to him and they were retained in the work and subsequently confirmed temporary status.

12. It should be noted that the scheme under which casual labourers were granted temporary status and subsequent absorption, is one time settlement comes into force on 7-11-1989. Under the scheme the casual labour who were engaged after 31-3-1984 were considered for grant of temporary status. Since the Petitioner was not engaged after 31-3-1984, his name was not considered even though he made an application. The benefit of the scheme is granted to the casual labour who are on the rolls subsequent to 1-4-1984. It should be noted that casual labourers were engaged on time bound work for specific period and after completion of the period they were dis-engaged. Since the Petitioner was not engaged after 1-4-1984, his name was not considered on the ground that he is not eligible under the scheme. The Petitioner could not produce evidence that his juniors as alleged in the claim statement are similarly placed with him and they were granted temporary status under the scheme. In view of the circumstances that the Petitioner is not covered under the scheme dated 7-11-1989, he is not entitled for any relief. Therefore, I hold that the action of the Respondent Management in not engaging the Petitioner Sri J. Srinivas, Ex. Casual mazdoor is justified and the Petitioner is not entitled for any relief.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 23rd day of November, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner

Witnesses examined for the Respondent

WW1: Sri J. Srinivas MW1: Sri Borra Jayaprakash

Documents marked for the Petitioner

Ex. W1 : Copy of representation of WW1 to the Respondent.

Ex. W2 : Copy of order of Hon'ble Central Administrative Tribunal in OA No. 1360/94 dt. 29-8-97.

Ex. W3 : Copy of application for grant of temporary status by WW1.

Ex. W4 : Copy of certificate issued by JTO, Coaxial, Gudiwada certifying that WW1 worked for 857 days.

Ex. W5 : Copy of certificate issued by JTO, Coaxial, Gudiwada certifying that WW1 worked for 239 days.

Ex. W6 : Copy of certificate issued by JTO, E-10B, Installation, Vijayawada certifying that WW1 worked for 1980 days.

Ex. W7 : Copy of representation of WW1 to the Respondent recd. on 3-10-97.

Ex. W8 : Copy of certificate issued by JTO, E-10B, Installation, Vijayawada certifying that WW1 worked for 1980 days counter signed by SDO (D. Tax), Telecom District, Vijayawada.

Ex. W9 : Copy of proceedings No. CM. VJ/DE. CxL VJ/ 86-87 dtd. 9-9-1986.

Documents marked for the Respondent:

Ex. M1 : Copy of Appendix. III reg. preservation of records.

Ex. M2 : Copy of lr. dtd. 7-11-89 reg. grant of temporary status and regularization to the casual labour.

Ex. M3 : Copy of office memo dtd. 12-2-99 reg. engagement of causal labourers.

Ex. M4 : Copy of lr. dtd. 7-6-1988 reg. recruitment of casual workers and persons on daily wages.

Ex. M5 : Copy of DOT lr. dt. 22-6-88 reg. casual labour recruitment.

Ex. M6 : Copy of DOT lr. dtd. 30-3-85 reg. casual labour recruitment.

Ex. M7 : Copy of office memo dtd. 15-6-99 reg. engagement of causal labour.

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इस्टिट्यूट फॉर सिस्टम स्टडीज एण्ड एनालिसिस डी आर डी ओ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम्य न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 138/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/16/2003-आई आर (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 4th December, 2006

S.O. 5032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 138/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in Industrial Dispute between the employers in relation to the management of Institute for Systems Studies and Analysis, DRDO and their workman which was received by the Central Government on 4-12-2006.

[No. L-14012/16/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER : R. N. RAI

I. D. No.138/2003

IN THE MATTER OF:—

Shri Sonu,
S/o. Shri Khacheru Ram,
C/o. Arun General Store,
H. No. 242, Vill : Shahabad Daulatpur,
Delhi-110042.

VERSUS

The Director,
Institute for Systems Studies and Analysis, DRDO,
Ministry of Defence, Metcalfe House,
Delhi-110054

AWARD

The Ministry of Labour by its letter No. L-14012/16/2003 -IR (DU) Central Government dtd. 18-09-2003 has referred the following points for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Institute of System Studies and Analysis, DRDO, Ministry of Defence, Metcalfe House, New Delhi-110 054 in terminating the services of Shri Sonu, S/o. Shri Khacheru, Ex. Helper on daily wages with effect from 1-1-2002 is just, fair and legal? If not, what relief the workman is entitled to and from which date.”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the workman was lucky enough that he got a call from the Employment Exchange for his interview with the management for the post of Helper and accordingly the management took an interview of the workman on 9-9-1999 and the workman successfully passed the same as the workman fulfilled all the requirements and eligibility for the appointment on the post of Helper and therefore, the workman was employed by the management on daily wages basis at the rate of Rs. 96 per day and the workman joined the services with the management on 17-9-1999.

That the workman was initially appointed for 89 days only, but since the sincere, honest and hard working of the workman he was continued and in this way the workman completed more than 240 days of regular service with the management without any break from 17-9-1999 till 31-12-2001.

That the workman never gave any chance of any complaint to the management and the services of the workman was always acclaimed and appreciated by the management as he is a very hard working, honest, dedicated and sincere worker.

That even then the workman was not given the perks, allowances and other facilities as he was entitled, which includes the Minimum Wages as fixed time to time by the appropriate Government and also the over time as the management used to get the work from the workman for 12 hours or more when the workman was being paid only for

8 hours service. Not only this the management continued to pay the wages to the workman at the rate of Rs. 96 per day, when as per the own office order of the management/ Ministry of Defence dated 21-5-1999 the workman was/is entitled to Rs. 144 per day (as applicable to the casual labourers holding temporary status but who have not earned any annual increment) and the said daily wages was effective from 1-1-1996 as per the said order. The workman is thus entitled to the difference of wage i.e. Rs. 48 per day from the day of his appointment i.e. 17-9-1999 as he has been paid only Rs. 96 per day instead of the actual wages of Rs. 144 per day. The workman is further entitled to the over time allowance as the management took the work from the workman more than 12 hours a day during the said tenure of service and also for the work got done on Sundays/Holidays.

That when the workman made a request to the management for the over time charges the management in a very arbitrary, illegal manner terminated the services of the workman w.e.f. 1-1-2002 without assigning any reason and without issuing any show cause notice, memo, holding inquiry etc.

That the workman thus moved for conciliation proceedings before the ALC(C), Delhi against the said illegal act of the management. However, due to rigid conduct of the management the matter could not be conciled and the management remained adamant not to reinstate the workman. Hence the appropriate Government passed the above order for adjudication before this Hon'ble Tribunal.

That the workman duly submitted that when a person is deputed to complete a certain type of works or job he is deputed through proper channel with complete requirement no relaxation is given in age, qualification, experience as they are deputed for limited period on temporary basis and the management never told the workman that there may not be any project/job to work with the management and when the workman completed 665 days of regular and continuous service with the management he becomes entitled to a job in the organization/management.

That the management has also not followed the settled labour laws and other provisions of law and the said act and conduct of the management of not paying the prescribed Minimum Wages, Over Time charges and other benefits as accrued to the workman time to time as per the provisions of law and when the workman made demand for the same he was thrown off from his job and the same amounts to discrimination and victimization of the labour.

That since then the said illegal and arbitrary termination by the management the workman is unemployed and has no source of livelihood and is leading a very pathetic life.

That the workman also served the management with a demand letter but the management after receipt of the

demand letter did not respond nor allowed the workman to join the duties and also has not paid the difference of earned minimum wages due, over time and other benefits accrued.

That the said termination by the management is illegal and arbitrary and the management has no legal right to resort to such illegal acts. That the workman is entitled to be reinstated with back wages and other consequential benefits accrued to him.

The management has filed written statement. In the written statement it has been stated that the provision of Industrial Dispute Act, 1947 are not applicable in as much as office of the respondent/management is not an Industry under the Industrial Dispute Act.

That the present reference is bad in law, without application of mind and in a stereo type manner hence liable to be dismissed.

That the Institute for System studies and Analysis (ISSA) located in Metcalfe House, Delhi is an establishment under DRDO. Ministry of Defence, Govt. of India reliable to sovereign functions of the Government cannot claim to be an industry. The aim and objective of the institute is to carry out strategic analysis for DRDO with a view to assess the weapon system requirement of the Armed Forces of the country. It performs its duties and functions under statutory provision. Apart from the research activities, the institute is entrusted with the task of carrying out certain special projects of national importance which are time bound, highly scientific, technical and sometimes classified in nature. The activity conducted by the respondent being a discharge of sovereign function of the state without involving any profit orientation and/or any business activity for gain the profit. The respondent does not fall under the category of industry defined under provisions of the Industrial Dispute Act, 1947.

It is specifically denied that since the sincere, honest and hard working of the claimant he was continued in his service. However, it is submitted that the claimant was not taken against a regular and sanctioned post. He was appointed for a specific period of a classified project and he worked as a Casual Labourer w.e.f 17-09-1999 to 31-12-2001 intermittently in a time bound classified project, funded jointly by DRDO and Army.

It is absolutely wrong hence denied that the claimant was not given the perks, allowances and other facilities as he was entitled. However, the worker was not required to work beyond office hours or on holidays. Hence there does not arise any concept of payment of any kind of over time to the individual. Moreover, as per the letter of office he was to be paid @ Rs.96 per working day for which he was paid regularly from the project fund.

It is specifically denied when the claimant request to the management for the over time charges the management in arbitrary and illegal manner terminated the services as

alleged. However, it is submitted that Shri Sonu was taken as a casual labour for a specifically time bound classified Project for which the probable date of competition (PDC) was December, 2000. As such there was no work for Shri Sonu for January, 2001; accordingly he was not paid for this period. However, Shri Sonu was taken again as a casual labour for the unfinished task of the project from February, 2001 to December, 2001. There being no further allotted/sanctioned project, the services of Shri Sonu were no longer required beyond 31st December, 2001. This was brought to his notice well in advance; in fact, this was conveyed verbally to him as early as on 6th November, 2001. Thus the allegation made by the individual that he was suddenly removed from the work and not allowed to enter the premises beyond 31st December, 2001 stands nullified. The job of Shri Sonu discontinued after the closure of the project.

It was submitted that the claim of the claimant is false, fabricated, malafide and hence denied. However, the worker was not required to work beyond office hour or on holidays. Hence there does not arise any concept of payment of any kind of over time to the individual. Moreover as per the letter of office he was to be paid @ Rs.96 per working day for which he was paid regularly from the project fund.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim Statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

It transpires from perusal of the order sheet that affidavit of the workman was filed on 12-12-2005. The workman was not present on several dates. The workman was not present on 18th July, 2006. Last opportunity for evidence was given. The workman was not present on 7-9-2006. He was given several adjournments. He was not present on 22-11-2006. Evidence of the workman was closed. The management was heard and the case was reserved for award.

It was submitted from the side of the management that the respondents are not Industry. They are engaged in sovereign function. It was further submitted that the workman was taken on Project for specific period of a classified project and he worked as a casual labour intermittently in a time bound classified Project funded jointly by DRDO and Army.

The evidence of the workman was closed on 22-11-2006. Several dates have been given to the workman for his cross-examination. He has sought several adjournments. He was not present on 22-11-2006. His evidence was closed and the management was heard. The workman has failed to prove the averments of his claim statement. He is not entitled to get any relief.

The reference is replied thus :—

The action of the management of Institute of System Studies and Analysis, DRDO, Ministry of Defence, Metcalfe House, New Delhi-110054 in terminating the services of Shri Sonu, S/o. Shri Khacheru, Ex. Helper on daily wages with effect from 1-1-2002 is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 28-11-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5033.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिंकेट बैंक के प्रबंधित्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 29/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/38/2004-आई.आर.(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th December, 2006

S.O. 5033.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure in Industrial Dispute between the management of Syndicate Bank and their workman which was received by the Central Government on 5-12-2006.

[No. L-12011/38/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 29 & 30 of 2004

IN THE MATTER OF DISPUTE BETWEEN :

The Assistant General Secretary,
U.P. Bank Employees Union,
426-W-2, Basant Vihar, Kanpur.

AND

The Dy. General Manager Syndicate Bank,
Zonal Office, IR Cell, University Road,
Bhawanipuram, Meerut.

AWARD

1. Central Government *vide* its notification No. L-12011/38/2004 IR (B-II) dated 3-6-2004 and L-12011/39/2004-IR B-II dated 31-5-2004 has referred the following disputes for adjudication to this tribunal :—

1. Whether the action of the management of Syndicate bank to deny regularisation/absorption of service of Sri Shanti Swaroop S/o Sri U. C. Sharma working as temporary attender w.e.f. 22-5-86 is justified? If not, what relief workman concerned is entitled to?"

2. "Whether the action of the management of Syndicate bank to deny regularisation/absorption of service of Sri Ashok Kumar Gupta working as temporary attender w.e.f. 23-10-90 is justified? If not, what relief workman concerned is entitled to?"

2. As common question of facts and law are involved in both the above reference therefore tribunal intends to dispose off them by means of this common award.

3. It is common ground of the parties concerned that the workmen are working with the opposite party bank as temporary attender. It is also common ground that the workman at the initial stage had worked as daily wager. As per Government approach paper the bank has entered into an agreement with the recognised union of the bank employees on 9-4-96 and 6-7-98 and on the basis of the same the opposite party bank has prepared the panel of temporary attenders who have drawn their salary from the establishment head of the bank and worked for 90 days or more between 1-1-82 to 31-12-89. Based on settlement bank has again issued its circular dated 23-6-97 to prepare the following panels :—

Panel 1 : This panel was consisted of candidates who have worked for 240 days or more as temporary attender in a consecutive period of 12 months during any period between 1-1-82 to 31-12-89 and has been paid salary by debit to the establishment account of the bank.

Panel 2 : This panel was consisted of candidates who have worked for 90 days or more as temporary attender between 1-1-82 to 31-12-89 and has been paid salary by debit to the establishment account of the bank.

4. The case of the workmen is that they are employed as temporary attender by the opposite party bank and since regular attender was promoted and transferred from the branch where they were working they continued as temporary attender in that vacancy. The opposite party bank should have filled the temporary vacancy within 90 days but instead of doing so opposite party is employing the workmen as temporary attender for the last several years. It has also been pleaded that at present the workmen are getting the initial basic pay plus usual allowances admissible to them under service rules. It has been claimed by them that the action of the bank in continuing him to be temporary attender and not regularising or absorbing them in the permanent employment of the bank amounts to an act of Unfair Labour Practice and the workman be held to be a regular and permanent employee of the opposite party bank.

5. On the other hand the opposite party bank has contested the claim of the workmen and it has been alleged by them that since the workmen have not worked temporary attender and have not drawn salary by debit to the establishment head during the relevant period their names were not included in panel I or panel II as above and the bank has recently regularised the services of the temporary attenders whose names were appearing in the panel I or II strictly in terms of approach paper issued by the Government and in terms of settlement dated 9-4-96 and 6-7-98. With regard to other temporary attenders it has been alleged that the union has taken up the matter with the bank as per agenda 4 of joint meeting dated 9-12-02 which has been circulated by the bank. The management has informed that the regularisation shall be in tune with the need of the bank and as per manpower planning based on Government guidelines and therefore the workmen have got no claim for permanent absorption in the bank nor they can claim any leave against any post as a matter of right. On the basis of above pleadings it has been prayed that the claim of the workmen suffers from merit and is premature, therefore workmen be held entitled to no relief.

6. After exchange of pleadings between the parties both parties adduced oral as well as documentary evidence in support of their respective cases.

7. Tribunal has heard arguments at length advanced by the contesting parties and have also gone through the record of the case carefully.

8. In the instant case it has to be seen if the workmen can claim regularisation of their service while working temporary attender with the opposite party. It is settled principle of law that what would be the man power under an organisation either on temporary basis or permanent basis is the sole domain of the employer and the same cannot be interfered through judicial process. It has also come in the pleadings of the parties that the cases which are not covered under the approach paper issued by the Government on the basis of management prepared panels are under active consideration before the management and no positive decision has so far been arrived at in the matter. It is also settled law that a person cannot claim regularisation or absorption as a matter of right unless his services are regularised by adhering to the relevant recruitment rules.

9. After giving anxious considerations to the rival contentions of the contesting parties, tribunal is of the view that the present claim of the workmen is premature because of the fact that those matters with regard to temporary attenders who are not covered by the above panels are under active consideration before the management of opposite party. On the basis of premature claim the workman cannot be allowed to avail the relief as claimed by them in the present dispute.

10. For the reasons discussed above, the tribunal is of the opinion that the present claim of the workmen are premature and they cannot be awarded any relief as claimed

- (c) Absenteeism apart from pending cases will be considered only for such other cases provided dismissal is on or after 1-6-2006. Cases not filed as on 31-5-2006 will not be treated for consideration on the ground of judicial precedents.
- (d) Irrespective of designations appointments will be as BCF afresh on coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act 1987.

Sd/-

(L.T.I. Iyalla Posham)

DGM (LAW) HYD

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 67/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-22013/1/2006-आई आर (सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 4th December, 2006

S.O. 5035.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in Industrial Dispute between the employers in relation to the management of M/s. SCCL and their workman, which was received by the Central Government on 4-12-2006.

[No. L-22013/1/2006-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

IN THE LOK ADALAT

(For settlement of case relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Wednesday the Twenty second day of November, Two Thousand and Six

PRESENT : 1. Sri K. Ashok Babu, : Presiding Officer District Judge

2. Sri A. K. Jayaprakasha Rao, : Member Advocate

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of case No. LCID No 67/2005
PLAC. 23/2006

(on the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

The General Secretary,
Singareni Collieries Employees Council,
Godavarikhani, Karimnagar.Applicant

AND

The General Manager, M/s Singareni Collieries Co. Ltd.,
Mandamarri Division, Mandamarri, Adilabad Dist.

.... Respondent

This case is coming up before the Lok Adalat on 22-11-2006 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel.

P.A.V.V.S. Sharma, Advocate, on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following:

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The Petitioner and the concerned workman Sri Sunarkari Lingaiah, EC. No. 2336—having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the content of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Signature of Applicant(s) Signature of Respondent(s)
(L.T.I. S. Lingaiah)

Signature of Counsel
for Applicant (s)Signature of Counsel
for Respondent (s)

Signature of Members of the Bench.

1. Illegible

2. Illegible

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

ANNEXURE
**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**
ID/LCID NO. 67/2005

Proposals of the management:

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of the preceding 5 years of the dismissal.
- (c) Absenteeism apart from pending cases will be considered only for such other cases provided dismissal is on or after 1-6-2006. Cases not filed as on 31-5-2006 will not be treated for consideration on the ground of judicial precedents.
- (d) Irrespective of designations appointment will be as BCF afresh on coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act 1987.

DGM (LAW) HYD

(L.T.I. S. Lingaiah)

Consel for Respondent

नई दिल्ली, 4 दिसम्बर, 2006

का.आ. 5036.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एस. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 78/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-22013/1/2006-आईआर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 4th December, 2006

S.O. 5036.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in Industrial Dispute between the employers in relation to the management of M/s. SCCL and their workman which was received by the Central Government on 4-12-2006.

[No. L-22013/1/2006-IR (C-II)]
AJAY KUMAR GAUR, Desk Officer

IN THE LOK ADALAT

(For settlement of cases relating to CGIT cum Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Wednesday the Twenty second day of November,
Two Thousand and Six

PRESENT:

1. Sri K. Ashok Babu, District Judge :
Presiding Officer.

2. Sri A. K. Jayaprakasha Rao Advocate : Member
(Constituted U/s 19 of the LSA Act, 1987 by the
APSLSA Order ROC No. 186/LSA/2006 dt. 22-8-2006)

In the matter of case No. LCID No. 781200S PLAC.
24/2006 (on the file of CGIT-cum-Labour Court
at Hyderabad)

BETWEEN

S. Rajaiah, S/o S. Lingaiah, R/o Ramnagar,
Naspur Colony, Adilabad District.

AND

1. The Managing Director, M/s Singareni Collieries Co. Ltd., Singareni Bhavan, Basheerbagh, Hyderabad.
2. The Project Officer, JK & CH Mines, Sri Rampur, Adilabad District.

... Respondents

This case is coming up before the Lok Adalat on 22-11-2006 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri G. Vidyasagar, Adv. and the Respondent too, being present in person/represented by his counsel, Sri V. R. Balachary. Advocate, on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD UNDER SECTION 21 OF THE L.S.A.
ACT, 1987

The Petitioner and the concerned workman Sri S. Rajaiah, having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Signature of Applicant(s)

(L.T. I.S. Rajaiah)

Signature of Respondent(s)

Sd/- Illegible

Signature of Counsel for Respondent(s)

Sd/- Illegible

Signature of Counsel for Applicant(S)

Signature of Members of the Bench.

Sd/- Illegible

Note : This Award is that binding on all the parties and he appeal shall lie to any court as per Sec. (2) of the LSA Act, 1987.

ANNEXURE

**BEFORE THE CENTRE GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

ID/LICD No. 78/05

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Sigareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of the preceding 5 years of the dismissal.

- (c) Absenteeism apart from pending cases will be considered only for such other cases provided dismissal is on or after 1-6-2006. Cases not filed as on 31-5-2006 will not be treated for consideration on the ground of judicial precedents.
- (d) Irrespective of designations appointment will be as BCF afresh on coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act 1987.

Sd/-

DGM (LAW) HYD

P. S. Rao

(L.T.I.S. Rajaiah)

Consel for Respondent

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5037.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोरपोरेशन बैंक के प्रबंधितंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 91/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2006 को प्राप्त हुआ था ।

[सं. एल-12011/46/2003-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5037.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.91/2003) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. 2, now as shown in the Annexure in, the Industrial Dispute between the management of Corporation Bank and their workman which was received by the Central Government on 5-12-2006.

[No. L-12011/46/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

R. N. RAI, Presiding Officer
I.D. No. 91/2003

IN THE MATTER OF:

Shri Dheeraj Sharma,
C/o. The Secretary,
Corporation Bank Employees' Union,
16/10, Karol Bagh,
New Delhi.

Versus

The Manager,
Corporation Bank, Overseas Branch,
K.G. Marg,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-120 11/46/2003-IR (B-II) Central Government Dt. 9-6-2003 has referred the following points for adjudication.

The points run as hereunder :—

"Whether the action of the management of Corporation Bank in terminating the services of Shri Dheeraj Sharma, Temporary Peon w.e.f. 23-4-2002 is justified ? If not, what relief the workman is entitled to."

The workman applicant has filed statement of claim. In the statement of claim it has been stated that he was appointed on the post of Temporary Sub-staff on 27-7-1998 at the Narela Branch of the Respondent Bank since the inception of the said Branch. The claimant worked at the said Branch till 18-7-1999 and thereafter, was transferred to the overseas Branch and worked there till 22-4-2002.

That it is submitted that the claimant was issued appointment letter for each month and was paid his salary/wages accordingly. It is submitted that the claimant has continuously worked with effect from 27-07-1998 in Branches at Narela and Kasturba Gandhi Marg, New Delhi till 22-4-2002. The service of the claimant was appreciated by the officers of the management. The claimant was also paid the miscellaneous expenses including conveyance etc.

That the Chief Manager of the Overseas Branch of the management has vide letter dated 15-1-2002 informed the General Manager, Zonal Manager that the services of the claimant were satisfactory and he is registered with employment exchange and fulfills the requisite educational

qualification required for sub-staff and recommended him for appointment.

That all of a sudden the services of the claimant were terminated vide letter dated 20-4-2002 without any reason. It is submitted that several contemporary persons who had joined as casual sub-staff have been made permanent and the claimant was ignored with malafide intentions.

That the termination of the services of the claimant was illegal, unjustified and unwarranted. It is submitted that the vacancies do exist with the management and contemporary person's have been made permanent and the claimant has been left with the reasons best known to the management. The claimant is hard working and honest person and the same has been acknowledged and appreciated by the management.

The management has filed Written Statement. In the Written Statement it has been stated that the Overseas Branch of the Bank was opened in the year 1998 at the same premises where the IFB branch was functioning and till 1999 the same temporary sub-staff worked for IFB as well as overseas branch. It is submitted that due to increase of work the Overseas Branch engaged the claimant Shri Dheeraj Sharma for specific periods from time to time on contract basis from 19-7-1999 pending arrangements for posting of permanent sub-staff. It is further submitted that for each such engagement of the claimant, he was issued with the order stipulating the period of appointment, the purpose of engagement and with a specific stipulation that the temporary appointment will automatically cease on the date specified in the order.

That it is submitted that the engagement of the claimant Shri Dheeraj Sharma as Temporary sub-staff in the Overseas Branch was without the permission of Zonal Office or Head Office. It is further submitted that the Overseas Branch engaged the services of the claimant Shri Dheeraj Sharma only on contract basis on their own and without following the guidelines issued for the appointment of temporary sub-staff and for such engagement claimant does not acquire any vested right for permanent absorption.

That it is submitted that the claimant Shri Dheeraj Sharma even did not fulfill the basic eligibility criteria for the selection in the panel of temporary sub-staff of the Branch as enumerated in the circular bearing reference No.97/98 dated 18-3-1998 issued by Bank containing the guidelines for the appointment of sub-staff.

It is further submitted that the claimant was not empanelled as temporary sub-staff with Overseas Branch as per the procedure prescribed for the appointment of temporary sub-staff and was not even sponsored by Employment Exchange.

That it is submitted that claimant was engaged only for specific periods from time to time purely on contract basis against pending arrangements for posting of permanent

sub-staff, as such his engagement cannot be termed as regular without following the due procedure for the appointment of temporary sub-staff. It is further submitted that in the event of non-renewal of such contract, the claimant cannot initiate any action against the Bank. It is pertinent to mention here that in every order of temporary appointment, it was clearly mentioned/stipulated that the Bank does not guarantee any permanent appointment on expiry of the period of temporary appointment, as such the engagement and disengagement of the claimant is well covered u/s 2 (oo) (bb) of the Industrial Disputes Act, 1947.

That the Overseas Branch did not engage the claimant further on contract basis from 23-4-2002 as per the strict guidelines enumerated in the Circular No. 97/98 dated 18-3-1998 whereby the Head Office advised the concerned Branches to initiate the steps for filling up the vacancies through internal sources through redeployment of surplus or by way of transfer etc.

That in terms of the aforesaid Circular of the Head Office, one permanent sub-staff Shri Brahmdeo Manjhi was transferred from Connaught Circus Branch to Overseas Branch owing to surplus sub-staff at Connaught Circus Branch. It is submitted that there were six sub-staff at Connaught Circus Branch at the relevant time and it was found that the strength of sub-staff was excessive, as such there was a need for redeployment of sub-staff for needy branches. It is further submitted that the current sanctioned sub-staff strength of Connaught Circus Branch was only 3 excluding the Armed Guard. Therefore, the posting of Shri Brahmdeo Manjhi from the Connaught Circus Branch to Overseas Branch was on account of such redeployment.

It is submitted that the identification, sanction, deployment and redeployment of the manpower will be the exclusive domain of administration based on the needs of the Bank from time to time. It is further submitted that Bank can engage the temporary sub-staff for contingencies arising out of leave/absence of permanent sub-staff for any temporary increase in the work and the temporary sub-staff can also be engaged against the permanent vacancy of sub-staff pending arrangements for providing the services of permanent sub-staff by way of transfer or by way of recruitment.

It is denied that the claimant belongs to economically poor family. It is denied for want of knowledge that the claimant is seventh standard pass but tenth standard fail.

It is denied that the claimant was appointed on the post of temporary sub-staff on 27-7-1998 at the Narela Branch of the Respondent Bank since the inception of the said Branch. It is further denied that the claimant worked at the said Branch till 18-8-1999 and thereafter, was transferred to the Overseas Branch and worked there till 22-4-2002. The claimant be put to strict proof of the averments made in the para under reply.

It is submitted that the claimant was engaged only for specific periods from time to time purely on contract basis against pending arrangements for posting of permanent sub-staff, as such his engagement cannot be termed as continuous/regular without following the due procedure for the appointment of temporary sub-staff. It is further submitted that for each such engagement of the claimant, he was issued with the order stipulating the period of appointment, the purpose of engagement and with a specific stipulation that the temporary appointment will automatically cease on the date specified in the order and accordingly the wages paid to the claimant. It is denied that the claimant has continuously worked w.e.f. 27-7-1998 in Branch at Narela and Kasturba Gandhi Marg, New Delhi till 22-4-2002. It is denied that the service of the claimant was appreciated by the officers of the management. It is further denied that the claimant was also paid miscellaneous expenses including conveyance etc.

It is not denied that the Chief Manager of the Overseas Branch of the management has *vide* letter dated 15-1-2002 informed the General Manager, Zonal Office that the services of the claimant was satisfactory and he is registered with employment exchange and fulfills requisite educational qualification required for sub-staff and recommended him for appointment. It is pertinent to mention that the claimant Shri Dheeraj Sharma even did not fulfill the basic eligibility criteria for the selection in the panel of temporary sub-staff of the Branch as enumerated in the circular bearing reference No. 97/98 dated 18-3-1998 issued by Bank containing the guidelines for the appointment of sub-staff. It is further submitted that the claimant was not empanelled as temporary sub-staff with Overseas Branch as per the procedure prescribed for the appointment of temporary sub-staff and was not even sponsored by Employment Exchange, as such the claimant cannot be recommended for the appointment.

It is denied that all of a sudden the services of the claimant were terminated *vide* letter dated 20-4-2002 without any reason. It is further denied that the several contemporary persons who had joined as casual sub-staff have been made permanent and the claimant was ignored with malafide intentions. The claimant be put to strict proof of the averments made in the para under reply. In this regard, it is submitted that the claimant was engaged on contractual basis and his services would automatically cease on the date specified in the order for engaging the services of claimant, as such the question of termination of the claimant does not arise at all. It is submitted that the claimant was very well aware of this fact that he was engaged purely on contractual basis for specific periods for which the claimant does not acquire any vested right for permanent absorption.

It is denied that the termination of the services of the claimant was illegal, unjustified and unwarranted. It is further denied that the vacancies do exist with the management and contemporary persons have been made permanent and

the claimant has been left with the reasons best known to management. The preliminary objections/submissions made herein above may kindly be read as part and parcel of the para under reply as the contents of the same are not repeated herein for the sake of brevity.

It is therefore, prayed that this Hon'ble Court may kindly be pleased to dismiss the statement of claim in view of the preliminary objection/submissions made herein above, in the interest of justice.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the Written Statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following Issues arise for decision :

1. Whether the work is of continuous and regular nature and the workman has completed 240 days work during the period of his employment i.e. from 27-07-1998 to 22-04-2002.
2. Whether the case is covered under Section 2 (oo) (bb) of the ID Act, 1947.
3. Whether the workman is entitled to reinstatement.
4. Whether the workman is entitled to back wages.

Issue No.1.

It was submitted from the side of the workman that the workman worked continuously on the post of temporary sub-staff w.e.f. 27-7-1998 till 22-04-2002. He was issued 30 days appointment letters invariably during the period of his engagement. The management has admitted that appointment letters were given to the workman for 30 days period from 02-07-1999 till 01-04-2002. The appointment letters are on record.

From perusal of the appointment letters it transpires that 30 days appointment letters have been given in sequence on 1st of each month regularly. In the last letter it has been mentioned that the workman has previously worked as casual labourer in the Bank for 919 days. So it is admitted case of the management that appointment letters to the workman applicant were given from 02-07-1999 till 01-04-2002 and the workman has almost worked for 930 days.

It was submitted from the side of the management that the identification, sanction, deployment and re-deployment of the manpower will be the exclusive domain of administration based on the needs of the Bank from time to time. It is further submitted that Bank can engage the

temporary sub-staff for contingencies arising out of leave/absence of permanent sub-staff for any temporary increase in the work and the temporary sub-staff can also be engaged against the permanent vacancy of sub-staff pending arrangements for providing the services of permanent sub-staff by way of transfer or by way of recruitment.

It is further submitted that the claimant was engaged only for specific periods from time to time purely on contract basis against pending arrangements for posting of permanent sub-staff, as such his engagement cannot be termed as continuous/regular without following the due procedure for the appointment of temporary sub-staff. It is further submitted that for each such engagement of the claimant, he was issued with the order stipulating the period of appointment, the purpose of engagement and with a specific stipulation that the temporary appointment will automatically cease on the date specified in the order and accordingly the wages paid to the claimant.

It was submitted from the side of the workman that the workman was engaged on 27-07-1998 at Narela Branch of the respondent/Bank since inception of the said branch. The claimant worked in the Narela Branch till 18-07-1999 and thereafter he was transferred to the Overseas Branch and worked till 22-04-2002. It is admitted case of the management that Narela Branch was setup in the year 1998. It is not the case of the management that there was some other peon appointed with the Branch when the Branch was setup. So it is found proved that the workman was engaged from 27-07-1998 at Narela Branch when this Branch was opened.

The 1st appointment letter issued to the workman dated 19-9-1999 has been signed by the Overseas Sr. Branch Manager. So the case of the workman that he was transferred from Narela Branch to Overseas Branch is correct.

From perusal of the documentary as well as oral evidence it is proved that the workman was initially engaged at Narela Branch when the Branch was setup in 1998 and thereafter he was transferred to Overseas Branch in 1999. MW 1 has stated that he cannot say whether the workman has started working with the Corporation Bank w.e.f. 27-7-1998. This evasive reply confirms the case of the workman that he was engaged w.e.f. 27-7-1998 at Narela Branch when the Branch was opened and thereafter he was transferred to Overseas Branch. The workman has worked regularly from 27-7-1998 to 23-4-2002 with the respondents at the post of sub-staff.

The work of sub-staff is a regular and continuous nature of work. The workman has worked at two branches viz. Narela Branch and Overseas Branch w.e.f. 27-7-1998 to 23-4-2002. His engagement is regular as he was transferred from one branch to the other.

It was submitted from the side of the management that there were excess staff, so the workman was retrenched. In view of the provision of the BPS retrenchment compensation is to be paid in case a workman has worked for more than 6 months and he has been given definite appointment. In view of Section 25 F of the I.D. Act, 1947 retrenchment compensation is to be paid to a workman in every department in case the work is of regular and continuous nature and the workman has performed 240 days work in the preceding year or in all the years of his engagement. Thus, I find it proved that the workman has worked regularly from 27-7-1998 to 23-4-2002 and his services have been terminated without payment of any retrenchment compensation and salary in lieu of one month's notice. The work is of regular and continuous nature. The workman has performed 240 days work atleast in 1999, 2000 and 2001. This issue is decided accordingly.

Issue No. 2.

It was submitted from the side of the workman that he has been given one month's appointment every time. It transpires from perusal of the record that appointment letters have been issued on every 1st of the month up to the 30th /31st of that month.

It was submitted that every time fixed term appointment has been given and the appointment came to an end on the last day of the month but again started on the 1st of the next month. Such appointments cannot be continuous service.

It was submitted from the side of the workman that engagement of casual, badlis and temporaries has been made unfair labour practice in the ID Act, 1947. The management has almost issued approximately 30 appointment letters and each for one month. As such the management has engaged this workman as a temporary and casual workman again and again. Such practice amounts to unfair labour practice in view of the provision of the ID Act, 1947 and it has been made punitive.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of section 25 F are not complied. In the instant case no compensation has been paid to the workman.

It was further submitted that Section 25 T provides that the management should not indulge in unfair labour practice. Section 25 U provides that a person who commits any unfair labour practice will be punishable with imprisonment for a term which may extend to six months or with fine, which may extend to Rs. 1000/- or with both. The intention of the legislature in enacting 25 T & 25 U is obvious. The legislature wanted that in case Casual and Badlis are engaged for a long period, it amounts to unfair labour practice. There is punitive clause for committing unfair labour practice.

It was submitted from the side of the workman that Vth Schedule of the ID Act specifies some practices as

unfair labour practice. The Vth Schedule clause 10 provides the criteria for ascertaining unfair labour practice. It is extracted as hereunder :—

"To employ workman as Badlis, Casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman."

Clause 10 of the Vth Schedule stipulates that in case the workmen are employed as Casuals, Badlis or Temporary and they are continued as such for years, it will amount to unfair labour practice. In the instant case the workman has been continued as casual and temporary for 8 years. It establishes to the hilt that the respondent management has committed unfair labour practice. The workman has been engaged for 240 days as casual and temporary and thereafter he has been removed. He has not been paid retrenchment compensation.

It was submitted that Section 25 F, G, T, U and Clause 10 of the Vth Schedule of the ID Act have been deliberately violated.

In the Constitution Bench Judgment in Uina Devi's case these matters were not at issue. In case a workman has worked for 240 days and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid section 25 F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of section 25 F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed unnecessarily so Section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. A workman should not be engaged for years and then he should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

Thus, management has followed unfair labour practice in giving 30-40 appointments to this workman. He has been engaged 30 times or more as temporary workman or casual labour during 27-7-1998 to 23-4-2002. This case is not covered by Section 2 (oo) (bb) as the management has mis-exercised or exercised malafidely its power.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The

Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the Government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provision of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 & 309 are infringed. There is no constitutional mandate that the Government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector Units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such a discrimination will amount to vicious discrimination. The Government of Public Sector Unit will go on resorting to the method of pick and choose policy and give temporary and adhoc appointments to their favourites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provision of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision the labour court has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled Section 11 A of the ID Act and the legislature has authorized this Tribunal to set aside dismissal or discharge

on its consideration and direct reinstatement. The judgment cited by the management is not applicable in the facts and circumstances of the case.

The case of the workman is not covered u/s 2 (00) (bb) of the ID Act, 1947. This issue is decided accordingly.

Issue No. 3.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Section 25 F, G of the ID Act is attracted. In Section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of Section 25 F are not complied. In the instant case no compensation has been paid to the workman who has continuously worked for 240 days.

It was further submitted that Section 25 T provides that the management should not indulge in unfair labour practice. Section 25 U provides that a person who commits any unfair labour practice will be punishable with imprisonment for a term which may extend to six months or with fine, which may extend to Rs. 1000/- or with both. The intention of the legislature in enacting 25 T & 25 U is obvious. The legislature wanted that in case Casual and Badlis are engaged for a long period, it amounts to unfair labour practice. There is punitive clause for committing unfair labour practice.

It was submitted from the side of the workman that Vth Schedule of the ID Act specifies some practices as unfair labour practice. The Vth Schedule clause 10 provides the criteria for ascertaining unfair labour practice. It is extracted as hereunder :—

“To employ workman as Badlis, Casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman.”

Clause 10 of the Vth Schedule stipulates that in case the workmen are employed as Casuals, Badlis or Temporary and they are continued as such for years, it will amount to unfair labour practice. In the instant case the workman has been continued as casual and temporary for 8 years. It establishes to the hilt that the respondent management has committed unfair labour practice. The workman has been engaged for 8 years as casual and temporary and thereafter he has been removed. He has not been paid retrenchment compensation.

It was submitted that Section 25 F, G, T, U and Clause 10 of the Vth Schedule of the ID Act have been deliberately violated.

In the Constitution Bench Judgment in Uma Devi's case these matters were not at issue. In case a workman has worked for 8 years and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid Section 25 F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of Section 25 F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed unnecessarily so Section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workman should not be engaged for years and then he should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequal are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provision of ID Act un-constitutional. The Government

has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 & 309 are infringed. There is no constitutional mandate that the government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector Units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector Unit will go on resorting to the method pick and choose policy and give temporary and adhoc appointments to their favourites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provision of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled Section 11 A of the ID Act and the legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgment cited by the management is not applicable in the facts and circumstances of the case.

A three Judges bench of the Hon'ble Apex Court has held in 1993 II - LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

It was further submitted by the management that the workman has been given fixed term appointment. It has been held in 2006 LLR 68 that termination in terms of appointment letter is justified. The Hon'ble Apex Court has held that the workman has not proved that the work is

of continuing nature and it is still existing. So termination after the period of fixed term engagement has been held valid. In the instant case the work is still continuing. This case law is not applicable in the facts and circumstances of the present case.

My attention was drawn to 2006 LLR 68. The Hon'ble Apex Court has held that engagement and extension of services of the workman was for a specific period and hence termination is not illegal and the termination is in accordance to the provisions of 2(oo) (bb). In this case also the Hon'ble Apex Court found that it is not proved that the work is of existing nature.

In (1997) 11 SCC 521 the Hon'ble Apex Court found the termination valid as the appointment was for specified period of two months.

Reinstatement should not be misconceived for regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

In such cases the workman is reinstated with back wages and the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that Section 25, G & H of the ID Act are not violated.

The workman deserves reinstatement. This issue is decided accordingly.

Issue No. 4.

It was further submitted that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages. In the instant case the matter involved was a case of theft of large quantity of Aluminum Wire. Departmental inquiry was not conducted in accordance with the principles of natural justice so dismissal was found bad. In such circumstance the Hon'ble Apex Court held that the order for payment of full back wages was not justified if termination is set aside. In PGI Vs. Raj Kumar (2001) 2 SCC 54 the Hon'ble Apex Court upheld the 60% award of back wages of the Tribunal.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay

in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 2004 VIII AD SC 444 the Hon'ble Apex Court upheld the order of reinstatement with 25% back wages.

In 1978 Lab IC 1968 - three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In AIR 2002 SC 1313 the Hon'ble Apex Court reduced the back wages to 25%.

In 2005 IV AD SC 39 - three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11 A of the ID Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The statute provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation.

In the facts and circumstances of the case the workman is entitled to get 25% back wages. This issue is decided accordingly.

The reference is replied thus :—

The action of the management of Corporation Bank in terminating the services of Shri Dheeraj Sharma, Temporary Peon w.e.f. 23-04-2002 is not justified. The management is directed to reinstate the workman along with 25% back wages within one month from the date of publication of the award.

Award is given accordingly.

Date : 01-12-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5038.—औद्योगिक विधाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडीकेट बैंक

के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 30/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/39/2004-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5038.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.30/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workman received by the Central Government on 5-12-2006.

[No. L-12011/39/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, KANPUR**

Industrial Dispute No. 29 of 2004 & 30 of 2004

In the matter of dispute between :

The Assistant General Secretary
U.P. Bank Employees Union
426-W-2 Basant Vihar Kanpur.

AND

The Dy. General Manager
Syndicate Bank
Zonal Office ITR Cell University Road
Bhawanipuram Meerut.

AWARD

1. Central Government vide its notification No. L-12011/38/2004-IR (B-II) dated 3-6-2004 and L-12011/39/2004-IR (B-II) dated 31-5-2004 has referred the following dispute for adjudication to this tribunal :—

(1) Whether the action of the management of Syndicate Bank to deny regularisation/absorption of service of Sri Shanti Swoop S/o Sri U.C. Sharma working as temporary attender w.e.f. 22-5-86 is justified? If not, what relief the workman is entitled to?

(2) Whether the action of the management of Syndicate Bank to deny regularisation/absorption of service of Sri Ashok Kumar Gupta working as temporary attender w.e.f. 23-10-90 is justified? If not, what relief the workman is entitled to?

2. As common question of facts and law are involved in both the above references therefore tribunal intends to dispose off them by means of this common award.

3. It is common ground of the parties concerned that the workmen are working with the opposite party bank as temporary attender. It is also common ground that the workmen at the initial stage had worked as daily wager as per Government approach paper the bank has entered into an agreement with the recognised union of the bank employees on 9-4-96 and 6-7-98 and on the basis of the same the opposite party bank has prepared the panel of temporary attenders who have drawn their salary from the establishment head of the bank and worked for 90 days or more between 1-1-82 to 31-12-89. Based on settlement bank has again issued its circular dated 23-6-97 to prepare the following panels :—

Panel 1: This panel was consisted of candidates who have worked for 240 days or more as temporary attender in a consecutive period of 12 months during any period between 1-1-82 to 31-12-89 and has been paid salary by debit to the establishment account of the bank.

Panel 2 : This panel was consisted of candidates who have worked for 90 days or more as temporary attender between 1-1-82 to 31-12-89 and has been paid salary by debit to the establishment account of the bank.

4. The case of the workmen is that they are employed as temporary attender by the opposite party bank and since regular attender was promoted and transferred from the branch where they were working they continued as temporary attender in that vacancy. The opposite party bank should have filled the temporary vacancy within 90 days but instead of doing so opposite party is employing the workmen as temporary attender for the last several years. It has also been pleaded that at present the workmen are getting the initial basic pay plus usual allowances admissible to them under service rules. It has been claimed by them that the action of the bank in continuing him to be temporary attender and not regularising or absorbing them in the permanent employment of the bank amounts to an act of Unfair Labour Practice and the workmen be held to be a regular and permanent employee of the opposite party bank.

5. On the other hand the opposite party has contested the claim of the workmen and it has been alleged by them that since the workmen have not worked temporary attender and have not drawn salary by debit to the establishment head during the relevant period their names were not included in panel I or panel II as above and the bank has recently regularised the services of the temporary attenders

whose names were appearing in the panel I or II strictly in terms of approach paper issued by the Government and in terms of settlement dated 9-4-96 and 6-7-98. With regard to other temporary attenders it has been alleged that the union has taken up the matter with the bank as per agenda 4 of Joint meeting dated 9-12-02 which has been circulated by the bank. The management has informed that the regularisation shall be in tune with the need of the bank and as per man power the planning based on Government guidelines and therefore the workmen have got no claim for permanent absorption in the bank nor they can claim any lien against any post as a matter of right. On the basis of above pleadings it has been prayed that the claim of the workmen suffers from merit and is premature. therefore workmen be held entitled to no relief.

6. After exchange of pleadings between the parties both parties adduced oral as well as documentary evidence in support of their respective cases.

7. Tribunal has heard arguments at length advanced by the contesting parties and have also gone through the record of the case carefully.

8. In the instant case it has to be seen if the workmen can claim regularisation of their service while working temporary attender with the opposite party. It is settled principle of law that what would be the man power under an organisation either on temporary basis or permanent basis is the sole domain of the employer and the same cannot be interfered through judicial process. It has also come in the pleadings of the parties that the cases which are not covered under the approach paper issued by the Government on the basis of management prepared panels are under active consideration before the management and no positive decision has so far been arrived at in the matter. It is also settled law that a person cannot claim regularisation or absorption as a matter of right unless his services are regularised by adhering the relevant recruitment rules.

9. After giving anxious considerations to the reveal contentions of the contesting parties, tribunal is of the view that the present claim of the workman is premature because of the fact that those matters with regard to temporary attenders who are not covered by the above panels are under active consideration before the management of opposite party. On the basis of premature claim the workman cannot be allowed to avail the relief as claimed by them in the present dispute.

10. For the reasons discussed above, the tribunal is of the opinion that the present claim of the workmen are premature and they cannot be awarded any relief as claimed by them. It has also not been disputed by the workmen that the matter is not pending with the bank which has duly been raised by the union for the workers particularly in respect of such employees who are still working as temporary attenders. Accordingly it is held that the

workmen are not entitled for any relief and the reference is bound to be decided against them.

11. Reference is answered accordingly against the workmen.

SURESH CHANDRA, Presiding Officer.

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5039.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, लखनऊ के पंचांग (संदर्भ संख्या 105/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/54/2004-आई.आर.(डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5039.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 105/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 5-12-2006.

[No. L-40012/54/2004-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

SHRIKANT SHUKLA, Presiding Officer

I. D. No. 105/2004

Ref. No. L-40012/54/2004-IR (DU) Dt. 5-10-2004

BETWEEN:

Sh. Rama Prasad S/o Sh. Sukhraj,
Vill. Belwar (Tarkulhi) P.O. Jhangha,
Gorakhpur

AND

I. The Telecom Districe Manager,
Telecom Deptt. BSNL,
Bahrain-271865.

2. The Chief General Manager,
Telecommunication East, Lucknow/
The Principal General Manager,
Pee Kay Bhawan,
Lucknow-226001.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute No. L-40012/54/2004-IR (DU) Dt. 5-10-2004 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow:

“Whether the action of the management of Bharat Sanchar Nigam Ltd., Behraich in terminating the services of Sri Rama Prasad S/o Sri Sukhraj, Daily Labour w.e.f. 31-7-2001 is legal and justified? If not, to what relief the workman is entitled?”

The case of the disputant Sri Rama Prasad is that he joined his service as daily wages casual labour (Class IV post) in August, 1998 in serious exigency of departmental work. Since then he is working on the said post and as a hard-working labourer and has worked for more than 240 days of service in the preceding year. The Telecom District Manager, Behraich has terminated the services of the disputant w.e.f. 31-7-01 without any valid reason absolutely illegal, arbitrary, malafide and discriminatory manner, orally without affording any opportunity of hearing to him. It is further alleged that the opposite party i.e. Chief General Manager, Telecom U. P. Circle Hazratganj, Lucknow confirmed all casual labours who were in the employment on the date of issue of Memo dated 18-7-2000 and granted temporary status. It is also alleged that one Sri Anurag Pradesh Tewari, similarly situated casual labour has filed case I. D. No. 24/98 before this Hon'ble Tribunal and the Tribunal passed award for reinstatement with 25% back wags. Sri Rama Prasad has submitted that in the year 2002 the department prepared a list of casual labourers on 3-7-02 and the name of the Sri Ram Prasad was available in this regard. The said list was forwarded by Dy. General Manager (Admn.) to Asstt. Director (Personnel) BSNL, Sanchar Bhawan, New Delhi for regularization of casual labours left out cases. It is also submitted that the employers violated the provisions of Section 25N of the I.D. Act, 1947 besides Section 25G of the I.D. Act and as his juniors were retained and allowed to continue in service. Worker has also submitted that new hands have been engaged but no opportunity of employment was given to him. Thus the employers has violated the provision of Section 25-H of the I. D. Act, 1947. Sri Rama Prasad has accordingly prayed for taking him back in the service with back wages and further direction to the opposite party to provide temporary status and further to consider for regularization in the establishment and pay him bonus.

The worker has filed following documents :

1. Photo copy of reference order dt. 5-10-2004
2. Photo copy of the recommendation for grant of temporary status, showing the date of engagement of the worker.
3. Photo copy of memo dt. 18-7-2000
4. Photo copy of the award dt. 23-11-2000
5. Photo copy of letter dt. 3-7-2002 alongwith list of left out casual labourers.

Opposite party has filed written statement denying the entire claim of the worker, Sri Rama Prasad and it is submitted that the worker was never appointed in any capacity in the department of opposite party therefore, there arises no question of alleged termination of his services w.e.f. 31-7-2001. Opposite party has also specifically denied that Sri Rama Prasad was ever appointed in any capacity in the year August 1998 or subsequently, thus, there arises no question of having completed 240 days service or his alleged termination. It is also submitted that opposite party has service rules and recruitment rules and all appointments are made strictly in accordance with those Rules. The so called worker Sri Rama Prasad is put to strict proof to submit his appointment letter, details of payments and other relevant documents. In so far as engagement of workman on daily wages is concerned, it is submitted that there was a complete ban on engagement of fresh casual labourers/daily wagers in the department w.e.f. 12-6-1988. Referring to annexure 2 of the claim statement filed by Sri Rama Prasad the opposite party has submitted that the same is false and fictitious document and appears to have been issued under extraneous considerations to provide illegal benefits to the worker by the then SDE without having any authority to engage any casual labour. It is also submitted that those labourers who have earlier working on muster roll and were covered under grant of temporary and regularization scheme have been granted temporary status but so far as worker's case is concerned it is stated that he was never engaged in department in any capacity. It is further submitted that each case has got its own merit and cannot be equated from each other, therefore, the case of Sri Anurag Srivastava as cited in the body of paragraph under reply has no bearing in the eyes of law in the present case. Since Sri Rama Prasad was never engaged and has never worked with the opposite party and as such his case is not similar to those casual labourers who were duly appointed on daily wages. It is also submitted that after creation of Bharat Sanchar Nigam Ltd., w.e.f. Oct., 2000 the opposite party department has acquired the status of an autonomous body and has its separate legal entity. It is also submitted that there is no violation of Sections, 25 F, G and H of the I. D. Act. Opposite party has also submitted that the entire case of Sri Rama Prasad is based on fictitious and misconceived footings and wholly devoid of merit, therefore the Tribunal may reject the claim.

The worker has filed application wherin he has reiterated his statement contained in the statement of claim.

Worker examined himself on 27-4-06 and 9-6-06 was fixed for cross examination of the said worker. But the worker did not turned up, another date was fixed as 6-7-06 for cross examination of the worker. Worker and his representative remained absent on 6-7-06 as well therefore, the case was ordered to proceed ex-party against the worker and 7-9-06 was fixed for evidence of the opposite party. Worker remained absent on 7-9-06 as well the opposite party, was therefore, directed to file his evidence in the form of affidavit and accordingly the representative of the opposite party filed the affidavit of Sri Ram Charan, Div. Engineer (HQ) of the office of Telecom District Manager, Bahraich. Following documents have been filed by the Sri Ram Charan alongwith his affidavit.

1. Photo copy of recovery order of Accounts Officer Telecom District Manager, Bahraich of Mr. D. Prasad, SDE, MRA. dt. 27-12-2000.
2. Photo copy of recovery of Mr. D. Prasad, SDE by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 27-12-2001.
3. Photo copy of recovery order from Sri D. Prasad, SDE by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 27-12-2001.
4. Photo copy of recovery order from Mr. D. Prasad, SDE by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 27-12-2001.
5. Photo copy of recovery order from Sri D. Prasad, SDE by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 27-12.
6. Photo copy of recovery order from Mr. D. Prasad, SDE by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 27-12.
7. Photo copy of recovery order from Mr. D. Prasad, SDE by Accounts Officer (Cash) Telecom District Manager, Bahraich. dt. 31-3-2002.
8. Photo copy of recovery order from Mr. D. Prasad, SDE by Accounts Officer (Cash) Telecom District Manager, Bahraich. dt. 31-3-2002.
9. Photo copy of recovery order against I. B. No. 5 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-2002.
10. Photo copy of recovery order from I. B. No. 6 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-2002.
11. Photo copy of recovery order from I. B. No. 7 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
12. Photo copy of recovery order from I. B. No. 8 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
13. Photo copy of recovery order from I. B. No. 9 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
14. Photo copy of recovery order from I. B. No. 10 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
15. Photo copy of recovery order from I. B. No. 11 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
16. Photo copy of recovery order from I. B. No. 13 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
17. Photo copy of recovery order from I. B. No. 15 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
18. Photo copy of recovery order from I. B. No. by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
19. Photo copy of recovery order from I. B. No. 19 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.
20. Photo copy of recovery order from I. B. No. 4 by Accounts Officer (C) Telecom District Manager, Bahraich. dt. 31-3-02.

Heard learned representative of the opposite party and perused the evidence on record.

Learned representative of the opposite party has argued that in para 4.2 of the claim statement Sri Rama Prasad has stated that he has joined his services as daily wager casual labour in August, 1998 and in the same claim statement at para 4.3 it is stated that he has been engaged a casual labour since August, 1997. The representative of the opposite party has also drawn my attention on paper No. 5/15 filed by the Sri Rama Prasad shows that he was engaged on 1-6-2000 and he was engaged after 1998 thus it is clear that the entire story is concocted and false and the documents have been prepared in a view to support the worker but that too is of such a nature which prove that the statement of the worker in the claim statement is self contradictory in nature as the worker sometime says that he was engaged in 1997, sometime he comes out and say that he was engaged in 1998 and accordingly to his documentary statement and he comes out to say that he was engaged on 1-6-2000.

Sri Ram Charan, Div. Engineer, Telecom has stated in his affidavit that in 1998 that there was neither any vacancy nor was ever notified either in the news papers, Employment Exchange or notice board. Therefore there arises no any question of engagement of worker Sri Rama Prasad as claimed by him. It is stated in the affidavit that department have sufficient staff of different categories of

employees already available in the regular establishment who are discharging their duties efficiently and no extra work or extra post are vacant in the department in Bahaich therefore there arises no question of his engagement as daily wager or casual labour.

Sri Ram Charan categorically denied the appointment of Sri Rama Prasad as daily wager/casual labour in 1998 as claimed by him. It is also submitted that no order has been passed for appointment/engagement of Sri Rama Prasad by the competent authority of the erswhile of department of Telecom of the Ministry of Telecommunications.

Sri Ram Charan has proved by affidavit that there was complete ban on the engagement of fresh daily wagers/casual labours in the department w.e.f. 12-6-88, therefore, there arises no question of engagement of Sri Rama Prasad as daily wager/casual labour as claimed by him. Sri Ram Charan has also denied that relationship of employer and employec between the opposite party and the Sri Rama Prasad. It is further stated by Sri Ram Charan that worker has never been engaged in any capacity in the department, on the other hand worker had never worked even for a single day in the department what to say of more than 240 days, therefore, the worker is not entitled to any relief. It is also proved by Sri Ram Charan that SDE was not competent to engaged any daily wager/casual labour unless specifically approved by the competent authority.

Although the statement of Sri Ram Prasad who has not produced himself for cross examination can not be read in evidence but in the event of the said statement that he was given experience certificate by SDE Sri Dukhenti Prasad, the representative of the opposite party has argued that the said SDE was not competent to engage a daily wager or issue certificate and in case he has prepared some fabricated document showing engagement of some labours to give some undue benefit to them and his kith and kin and also showing engagement of applicant and other persons as having worked as daily wagers/casual labours. The department states that the same are fabricated and manufactured documents and emphatically denied the engagement of applicant and other persons.

Sri Ram Charan, Div. Engineer, has stated in his affidavit that department Imprest Books(B) does not contains names of labours etc. while claiming reimbursement on his count except expenditure, if any, incurred on this count. It is further stated that SDE, Mihinpura tried to get the expenditure reimbursed through IB which was found to be irregular false and fabricated. Sri Ram Charan has further stated that IB submitted by Sub Divisional Engineers, Mihinpura showing fictitious payment to labours were under strict scrutiny and audit by the Accounts Office of the opposite party and found that the same to be fabricated and fictitious and being falsely prepared to earn undue money from the department by irregular means. notices were issued to said SDEs for

recovery of disallowed amount from them. The representative of the opposite party has stated that department has filed all those recovery documents as annexure SA-I to SA-20.

The representative of the opposite party has stated that worker has failed to prove his case that he was ever engaged as daily worker by the opposite party as daily wager or any capacity, therefore, there is no question or his termination on 31-7-01 as mentioned in the reference order.

The representative of the opposite party has argued that since the worker has not been able to prove that he was engaged, he was terminated on 31-7-01 and that he was completed 240 days work before the date of termination therefore the provision of Section 25G, H and F are not attracted. There is no engagement/appointment and as such no retrenchment.

On considering the entire facts on record I come to the conclusion that worker has fail to prove that he was engaged as daily wager and was terminated subsequently on 31-7-01. The issue is according by answered and the worker is not entitled to any relief.

Lucknow, SHRIKANT SHUKLA, Presiding Officer
27-11-2006

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5040.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स विनशन्स सिटीवीडोर्स कोन्स्ट्रक्टर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं.- 2, मुम्बई के पंचाट (संदर्भ संख्या 63/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-12-2006 को प्राप्त हुआ था।

[सं. एल-31011/13/2003-आई आर (बी-II)]

राजिन्द्र कुमार, ईस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5040.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the industrial dispute between the management of M/s. Vinsons, Stevedores, Contractors, clearing and their workmen, received by the Central Government on 5-12-2006.

[No. L-31011/13/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
MUMBAI

PRESENT:

A.A. LAD, Presiding Officer

REFERENCE No. CGIT-2/63 OF 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT
OFM/S. VINSONS, STEVEDORES, CONTRACTORS,
CLEARING AND FORWARDING AGENTS AND
SHIPPING AGENTSM/s. Vinsons, Stevedores, Contractors,
Clearing and Forwarding Agents and
Shipping Agents,
407, EMCA House
289, Shahid Bhagat Singh Road, Fort
Mumbai-400 001.

V/s.

THEIR WORKMEN

The President

Transport and Dock Workers Union
P.D'mello Bhawan

P.D'mello Road

Carnac Bunder

Mumbai-400 038.

APPEARANCES:

FOR THE EMPLOYER : Mr. Ashish Ovalekar
Advocate.FOR THE WORKMEN : Mr. J.H. Sawant
Advocate.

Mumbai, dated 30th October, 2006

AWARD

The Government of India, Ministry of Labour by its Order No.L-3101I/13/2003-IR(B-II) dated 3-10-2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. Vinsons Stevedores, Contractors Clearing and Forwarding Agents, Mumbai in orally terminating the services of 19 workers (List enclosed) is justified ? If not, what relief these 19 workmen are entitled to?”

List of workmen

1. Shri M.P. Bhandary
2. Ms. D. F. Naryani
3. Shri Mahesh P. Lulla
4. Shri Sanjay N. Kute

5. Shri Rajan N. Kute
6. Shri Naresh V. Padwal
7. Shri Ramesh K. Patil
8. Shri Ramesh M. Ramrakhiani
9. Shri Dipak Shamrao Thorat
10. Shri Suresh K. Sawant
11. Shri Sheb Ahmad.
12. Shri Mohammad Ajmal
13. Shri Prashant M. Golvankar
14. Shri Dilip R. Kadam
15. Shri M.P. Tari
16. Shri Nana Baban Shinde
17. Shri Krishna Laxman Wakkar
18. Shri Vinayak S. Pandit
19. Shri Jagpal Singh.

2. To support the subject matter referred in the reference, second party filed Claim Statement at Ex-6 stating that, action taken by the first party in terminating 19 employees involved in the reference is illegal and unjustified. Said is disputed by first party by filing Written Statement at Ex-11. Issues framed at Ex-15 and it was posted for recording Evidence.

3. Meanwhile both parties prayed to take matter in Lok Adalat and filed purshis at Ex-17 to dispose it of accordingly.

ORDER

In view of Ex-17, reference is disposed in Lok Adalat.

30-10-2006

A. A. LAD, Presiding Officer

LOK ADALAT DATED 30-10-2006

REFERENCE CGIT-2/63 of 2003

PRESENT

Shri Ashish Ovelekar, Advocate for Management

Shri J.H. Sawant, Advocate for Union

The parties agreed to settle the dispute in terms of consent terms dated 20-10-2006 (Ex-17). Posted for Award.

Sd/-	Sd/-
Nandini Menon	J.H. Sawant
Sd/-	Sd/-
Suresh Babu	(Ashish Ovelekar)
Panel Member	Advocate for the Company
Sd/-	Sd/-
M.B. Anchan	A.M. Koyande
Advocate	

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
No. 2 at MUMBAI.**

REFERENCE No. CGIT—2/63/2003

M/S. Vinsons, Stevedores, Contractors, Clearing
And Forwarding Agents. 1st Party.

Versus

Their Workmen Represented By
Transport and Dock Workers Union. 2nd Party.

CONSENT TERMS

The Parties have now agreed to settle the Dispute alongwith other two cases being Application No. LC. 2/80/2002 and Reference No. CGIT 2-12-2003 for a Total amount of Rs. 19.00,000 (Rupees Nineteen Lakhs only) upon the terms and subject to the conditions hereinafter appearing.

1. **The 1st Party Company** has permanently closed down its stevedoring business with effect from 1-11-2002 and the parties agree to this position.
2. **The 1st Party Company** had paid to the employees as mentioned in the Schedule hereunder, all the legal dues, including one months Notice pay, Gratuity, Closure Compensation, Leave encashment, and the employees have received the same, alongwith their P.F. Dues, from the PF Commissioner's Office.
3. **The 2nd Party Union** agrees that the aforementioned amount is to be distributed proportionately to the 17 individual employees as has been agreed.
4. **The 2nd Party Union** agrees on the individual employees receiving the agreed amount shall make application to the Tribunal shall, unconditionally withdraw the same as being settled between the workmen involved and the **1st Party Company**.
4. **The 2nd Party** agrees that on the signing of this settlement deed, all Claims and disputes pending before the Central Government Industrial Tribunal No.2 against the **1st Party Company** shall stand finally settled.
5. **The 2nd Party** has accepted the agreed amount in full and final settlement of the claims and disputes for any arrears, monetary or otherwise, including the claims and disputes raised in all the 3 cases namely, Reference No. CGIT - 2/63/2003, Reference No. CGIT 2/12/2003 and Application No. LC. 2/80/2002.
6. **The 2nd Party** agrees that they shall not raise any further grievance or claim or dispute and all disputes concerning the employment of the employees whom they are representing,

against the **1st Party Company**, and all claims and Disputes, past or future shall stand finally settled.

7. It is agreed that that all the employees concerned shall sign individual and separate receipts of settlement of all the Disputes and shall furnish an individual and separate undertaking that the employees shall not raise any further grievance or claim or dispute and all disputes concerning them and the **1st Party Company** shall stand settled.

The Parties, therefore pray that this Hon'ble Court be pleased to kindly dispose of the Reference in view of the aforesaid consent terms, and obliged.

Dated this 20th day of October' 2006.

Sd/-

M/S. Transport And Dock Workers Union M/S. Vinsons, Stevedores, Contractors, Clearing, Shipping Agents

1. Mr. Mohan P. Bhandari Sd/-
2. Ms. D. F. Narayani "
3. Mr. Mahesh P. Lulla "
4. Mr. Snajay N. Kute "
5. Mr. Rajan N. Kute "
6. Mr. Naresh V. Padwal "
7. Mr. Ramesh K. Patil "
8. Mr. Ramesh M. Ramrakhaini "
9. Mr. Deepak S. Thorat "
10. Mr. Suresh K. Sawant "
11. Mr. Saheb Ahmed "
12. Mr. Mohammad Ajmal "
13. Mr. Prashant M. Golvankar "
14. Mr. Dilip R. Kadam "
15. Mr. Nana B. Shinde "
16. Mr. Vinayak S. Pandit "
17. Mr. Jagpal Singh "

Sd/-

Advocate for the Applicants Advocate for the Respondents
(1st Party)

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
No. 2 at MUMBAI.**

Reference No. CGIT - 2/63/2003

M/S. Vinsons, Stevedores, Contractors, Clearing
And Forwarding Agents. 1st Party.

Versus

Their Workmen Represented By
Transport and Dock Workers Union. 2nd Party

Alongwith
Reference No. CGIT 2/12/2003
M/s. Vinsons. 1st Party
versus
Their Workmen Represented By Transport and Dock Workers Union. 2nd Party

Alongwith
Application No. L.C. 2/80/2002
Shri M. P. Bhandari & Ors. Applicants
versus

Sr. Name of the No. Employee	Amount Received	Signature
1. Mr. Mohan P. Bhandari	Rs. 151722.08	Sd/-
2. Ms. D. F. Narayani	Rs. 125778.95	"
3. Mr. Mahesh P. Lulla	Rs. 125374.70	"
4. Mr. Snajay N. Kute	Rs. 122857.96	"
5. Mr. Rajan N. Kute	Rs. 122742.34	"
6. Mr. Naresh V. Padwal	Rs. 118669.95	"
7. Mr. Ramesh K. Patil	Rs. 124399.54	"
8. Mr. Ramesh M. Ramrakhiani	Rs. 125704.39	"
9. Mr. Deepak S. Thorat	Rs. 123483.06	"
10. Mr. Suresh K. Sawant	Rs. 108333.83	"
11. Mr. Saheb Ahmed	Rs. 105310.90	"
12. Mr. Mohamad Ajmal	Rs. 89273.87	"
13. Mr. Prashant M. Golvankar	Rs. 79686.02	"
14. Mr. Dilip R. Kadam	Rs. 117273.53	"
15. Mr. Nana B. Shinde	Rs. 80030.41	"
16. Mr. Vinayak S. Pandit	Rs. 89697.72	"
17. Mr. Jagpal Singh	Rs. 89660.75	"

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5041.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दैना बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 31/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/169/95-आई: आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5041.—In pursuance of Section 17 of the industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/1996) of the Central Government Industrial Tribunal-

cum-Labour Court, Kolkata as shown in the Annexure in the industrial dispute between the employers in relation to the management of Dena Bank and their workmen, which was received by the Central Government on 5-12-2006.

[No. L-12012/169/95-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 31 of 1996

PARTIES:

Employers in relation to the management of Dena Bank

AND

Their workmen.

PRESENT:

Mr. Justice C.P. MISHRA, Presiding Officer

APPEARANCE:

On behalf of the Management : Mr. R. N. Majumder, Advocate

On behalf of the Workmen : Mr. A. C. Chattpadhyay, Advocate

State : West Bengal : Industry : Banking

Date : 21st, November, 2006.

AWARD

By Order No. L-12012/169/95-IR (B-II) dated 30-09-1996 and corrigendum of even number dated 30-12-1998 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication.

1. Whether the action of the management of Dena Bank to revert Sh. Dhananjay Sardar from full-time sweeper to part-time sweeper is justified ? If not, to what relief the workman is entitled to ?

2. Whether his claim for regularisation of service as full-time subordinate staff is just and legal ? If so, what relief is he entitled to ?

2. The case of the workman has been espoused by Dena Bank Employee's Association (hereinafter to be referred as the union). The case of the union as it appears in its written statement, in brief, is that Shri Dhananjay Sardar the concerned workman is a permanent part-time sweeper of Dena Bank (hereinafter to be referred as the Bank) and posted to.

Krishna nagar Branch under the Calcutta Region since his joining on 20th December, 1982. He was required to work on part-time basis on 1/3rd of basic pay of the subordinate staff from that date and thereafter on half of basic pay of subordinate staff along with other allowances with effect from 1st January, 1987. The workman was often required by the management to work full time as a Peon in addition to his normal duty as Sweeper in the absence of

other full-time sub-staffs of that branch and even in their presence also. He was however paid due wages for such additional work since December, 1990 the workman was paid extra proportionate remuneration consisting of basic pay and other allowances and deductions of Provident Fund and Professional Tax were effected from the said remuneration. From the month of December, 1990 the workman was allowed to work from 8 A. M. to 5 P. M. on signing the attendance register. He was required to work full-time on all working days since June, 1992 and he was allowed certain benefits taking into account his gross salary so enhanced due to his full time engagement. According to the union deployment of the concerned workman as full-time subordinate staff was within the knowledge of the controlling office, Calcutta Regional Office and the Head Office of the Bank. But the Bank instead of regularising/absorbing the concerned workman, suddenly decided to revert him to the post of part-time Sweeper. Thereafter the union raised an industrial dispute before the Conciliation Officer. The union referred to a letter of the Branch Manager of Krishnanagar Branch addressed to the Assistant General Manager of the Bank wherein the workman is stated to have performed full time duty upto 24th December, 1994 uninterruptedly for which salary of full-time employee was allowed to him. Thereafter the Conciliation Officer held conciliation proceedings, which ultimately ended in failure and consequently the present reference has been made by the Central Govt. for adjudication. The union has referred various bipartite settlements arrived at between the Indian Banks Association and various federations of unions at industry level which govern the service conditions of the Bank employees including the present Bank and the last such settlement was signed on 14th February, 1995. According to the union such action of the Bank is totally illegal, arbitrary, malafide, unjust, unreasonable, motivated, without any basis and against the principles of natural justice. Therefore, it is prayed that the action of the Bank in reverting the concerned workman to the post of part-time Sweeper from the post of full-time Sweeper be held to be illegal and unjustified and the workman be directed to be posted as full-time subordinate staff and he be granted all the service benefits of full-time subordinate staff.

3. The Bank in its written statement denied the claim of the union and stated that the sanctioned strength of subordinate staff at the Krishnanagar Branch of the Bank is 1 Watchman, 2 full-time subordinate staff and 1 part-time subordinate staff on 1/2 scale wage and all the posts are filled up. It is the case of the Bank that whenever a new vacancy of full-time subordinate staff is identified in a branch and the said vacancy is approved by the Head Office, the vacancy is notified and applications are invited from willing eligible part-time subordinate staff. The vacancy is filled up by appointing part-time subordinate staff who is the senior most amongst the applicants. In the present case the senior most part-time subordinate is the only subordinate staff amongst the applicants, he is appointed for filling up the vacancy of full-time subordinate

staff. The Bank admitted that the concerned workman was first appointed as part-time sweeper on 1/3rd scale of wages at the concerned branch and thereafter he was allowed to work on 1/2 scale of wages. It is stated that the case of the concerned would also be considered for placement as full-time subordinate staff and when vacancy would arise in the branches in the state of West Bengal under Calcutta Region provided he makes an application in the matter. According to the Bank the dispute raised by the union inter alia in effect seeking regularisation of the concerned workman as full-time subordinate staff is legally not maintainable and it is liable to be dismissed in limine. It is further case of the Bank that the concerned workman never applied for any vacancy and no clear vacancy has arisen in the concerned branch. The Bank admitted that the concerned workman on and from June, 1992 worked as full-time subordinate staff, but according to the Bank he was doing so unauthorisedly because he was not appointed as such by the Bank. It is the further case of the Bank that due to the illegal act or omission on the part of the Branch Manager of the concerned branch the workman was compensated for his voluntary and unauthorised discharge of duties as full-time subordinate staff and he was allowed the difference of wages. The Bank has categorically denied that it was within the knowledge of the Regional Manager of the Calcutta Region and Head Office of the Bank that the concerned workman was carrying out the duties of a full-time subordinate staff and that he was reverted back to the post of part-time sweeper, because he was always engaged as part-time Sweeper and therefore reverting him back to the said post does not arise. It is stated by the Bank that if the prayers made on behalf of the workman is allowed, it would amount to appointment of the concerned workman through back door and it would cause grave prejudiced not only to the Bank but also to the other part-timers engaged by the Bank. It is therefore prayed that the reference be rejected.

4. In the rejoinder the union denied and disputed the statements of the Bank as stated in its written statement. The union also reiterated the statements as already mentioned in its written statement.

5. Two documents have been exhibited on behalf of the workman. Ext. W-1 is the letter of the concerned workman to the Branch Manager of the concerned branch of the Bank regarding discontinuance of his permanent full-time subordinate service and Ext. W-2 is the letter of the Manager of the concerned branch to the Assistant General Manager of the Bank regarding part-time sweeper. Of the 5 documents exhibited by the Bank, Ext. M-1 is the circular of the Bank dated 06-02-1982 regarding appointment in subordinate cadre, Ext. M-2 is another circular of the Bank dated 17-11-1988 regarding decentralisation of authority for approval of panels for subordinate cadre including watch & ward staff, Ext. M-3 is another circular dated 15-12-1989 regarding engagement of part-time subordinate on leave vacancy, Ext. M-4 is another circular prescribing the rates of area-wise wages/salary for the part-

time Sweeper and Ext. M-5 is the circular of the Bank dated 18-12-1996 enclosing therewith the memorandum of settlement dated 05-12-1996 arrived at between the Bank and the All India Dena Bank Employees Co-ordination Committee regarding norms for posting of part-time subordinate staff as full time subordinate staff.

6. WW-1 the concerned workman is the sole witness on behalf of the workman. He has stated in his deposition that he is working as part-time Sweeper in the Bank since 20th December, 1982 at Krishnanagar Branch. His duty hours were from 8 A. M. to 10 A. M. and his basic pay was Rs. 87 and his total emoluments was Rs. 204 p.m. Upto 1989 he was exclusively engaged for sweeping work, but from 1990 he was to perform the duty of Peon in addition to his duty as Sweeper and he had to work from 10 A. M. to 5 P. M. Thus his total working hours were from 8 A. M. to 5 P. M. He used to perform duties of Peon continuously and accordingly he was allowed to sign attendance register upto 23-12-1994. He was, however, paid for such extra work in the salary sheet, but he was allowed to enjoy all the privileges those are enjoyed by the employees of the said post. After 1994 he was reverted back to his original post of Sweeper. His prayer is that he may be appointed as full-time Peon in the Bank. In cross-examination he stated that no appointment letter was issued to him in 1990 or at any point of time appointing him as a Peon and he was working as a Peon on the verbal instruction of the Branch Manager. From the date of his appointment he is still working as a part-time Sweeper and he has no grievance so far as that work is concerned. He further stated that he was never appointed as a full-time Sweeper by the Bank. He, however, denied that he has no right to claim any appointment as a full-time Peon. He has been further examined in chief on recall to say that he applied to the management for regularisation by letter dated 21-2-1995 marked Ext. W-1.

7. On behalf of the Bank two witnesses have been examined. MW-1, Alakesh Chakraborty is an officer Scale-I and posted at Brabourne Road, Branch of the Bank at the time of his deposition. During the period from June, 1989 to October, 1992 he was posted at Krishnanagar Branch of the Bank as an Accountant. He knew the concerned workman who during that period was employed as part-time Sweeper. This witness has stated that at that time no regular vacancy was notified for absorption of the part-time Sweeper According to him the name of the concerned workman was appearing in the Muster Roll as a part-time Sweeper and he never worked in the Bank as a full-time Sweeper. In cross-examination the witness has stated that at the relevant time one Mr. S. M. Gandhi was the incharge of the concerned branch who was responsible for engaging and allotting work. At the relevant time there were three officers four clerks and four subordinate staff including part-time Sweeper at the concerned branch. He had no idea about what happened after October, 1992 there. He has stated that there was no practice of salary bills of the staff being submitted to the Regional Office for approval. He

admitted that the concerned workman had worked as full-time Peon and he was paid for the same, but according to him it was on casual basis. He, however, could not remember whether the concerned workman had signed attendance register from 1990 to 1994 as permanent staff.

MW-2, Samir Kumar Ghosh is the Senior Manager, Personnel & Administration of the Bank at the Regional Office at Calcutta. Regarding appointment of part-time Sweeper this witness has stated that first of all the vacancy is to be identified by the Head Office at Mumbai and after that local office issues requisition to the Employment Exchange and it is also notified in the local newspaper and after receiving the names of the candidates interview is taken and thereafter selection is made. He categorically stated that this dispute arose out of an unauthorised act of the Branch Manager of the Krishnanagar Branch of the Bank who appointed the concerned workman on full-time basis though he was working on half-time basis. He further stated when the matter came to the notice of the Regional Office, Calcutta instruction was issued to the concerned branch to stop that practice immediately and action was also initiated against the said Branch manager. He has stated that the sanctioned strength of the subordinate staff at concerned branch at the relevant time was one Armed Guard, two Peons and one half wage scale Sweeper. He further stated that appointment letter is issued by the Regional Authority with the approval of the head Office and the Branch Manager had no power to make any such appointment. In his cross-examination the witness has stated that he has deposed on the basis of relevant papers and not on his personal knowledge. He, however, admitted that the concerned workman had worked full wage basis for approximately two years continuously. According to him the rules regarding appointment etc. are on the basis of the settlements and circulars and the provisions are laid down in the First Bipartite Settlement in this regard. He denied that the Manager concerned had made the appointment according to requirement and necessity of the branch in consultation with the authority concerned. He has also stated that the concerned workman was paid the full-time wages during the period for which he was engaged as such.

8. Besides the oral and documentary evidence, learned Counsels for the parties also placed Certain case laws. Learned Counsel for the workmen has referred to the case of Sudarshan Das v. United Bank of India & Ors. (1992 ICLR 63) and submitted that in that case the workman, who had rendered service of 257 days without any break and on his demand for regularisation of service the direction was given for regularisation of service by the Hon'ble Calcutta High Court. He has also referred to the case of the Navagarh Co-operative Central Bank Ltd. & Anr. V. Narayan Rath and Anr. (AIR 1971 SC; 112) wherein it has been held by the Apex Court that the incumbent who was allowed to work for 13 years and no action taken in the mean time by the Registrar of Co-operative Societies, it was not open to him to set aside the appointment of the incumbent. Relying

upon the aforesaid case law learned Counsel for the workman has argued that the concerned workman who has rendered full time service for more than 4 years uninterruptedly without any break under the instruction of the Branch Manager of the concerned Branch as well as with the full knowledge of the higher authorities of the Bank and so he could not be removed from the said post on the alleged plea of irregular appointment for which the concerned workman cannot be said to be at fault and he should be regularised to the post full-time Peon. He has also referred the cases of *Alok Behari Bhowmick v. Union of India* [1993(67) F.L.R.937], *Pushpalata Saxena v. Chancellor, Agra University & Ors.* [1997 II LLJ (Supp.) 4], *Zilla Grandhalaya Samstha Employees Association v. Secretary education Dept., Govt. of Andhra Pradesh* (1988 Lab I.C. 3325) and *State of West Bengal & Ors. v. Nani Gopal Jana & Ors.* (1998 II LLJ 1116).

Learned Counsel for the management, however, challenged the aforesaid plea raised on behalf of the workman by relying upon the case law laid down in *State of U.P. & Ors. v. Ajay Kumar*, reported in (1997) 4 S.C.C. 88 that there must exist a post and either administrative instructions or statutory rules must be in operation to appoint a person to the post. Daily-wage appointment will obviously be in relation to contingent establishment in which there cannot exist any post and it continues so long as the work exists. Under these circumstances, the Division Bench of the High Court was clearly in error in direction the appellant to regularise the service of the respondent, who was working as Nursing orderly of daily wages to the post as and when the vacancy arises and to continue him until then. Further reliance has been placed in the case of *Ramchander & Ors. v. Additional District Magistrate & Ors.*, reported in 1998 II LLJ 1088 wherein it has been observed by the Hon'ble Supreme Court that the employees who were Appellants did not fulfil the basic requirements of Rule 4(i) namely that they should be continuing in service as ad hoc employees in order to be eligible for regularisation. He also relied upon another decision of the Apex Court in *Madhyamik Siksha Parishad, U.P. v. Anil Kumar Mishra* (AIR 1994 SC 1638) where it has been held that "We are unable to uphold the order of the High Court. There were no sanctioned post in existence to which they could be said to have been appointed. The assignment was an ad hoc one which anticipatedly spent itself out. It is difficult to envisage for them the status of workmen on the analogy of the provisions of Industrial Disputes Act, 1947 supporting the incidents of completion of 240 days' work. The legal consequences that flow from work for that duration under the Industrial Disputes Act, 1947 are entirely different from what, by way of implication, is attributed to the present situation by way of analogy. The completion of 240 days' work does not, under that law import the right to regularisation. It merely imposes certain obligation on the employer at the time of termination of the service. It is no appropriate to import and apply that analogy, in an extended or enlarged form here." He has also placed reliance

on another decision of the Apex Court in *State of Haryana v. Piyara Singh* (AIR 1992 SC 2130) in this regard.

9. The issue involved for determination in this case is two fold. Firstly, whether the action of the management of Dena Bank to revert the concerned workman from full-time Sweeper to part-time Sweeper is justified? If not to what relief the workman is entitled to? Secondly, whether his claim for regularisation in service as full-time subordinate staff is justified and legal? If so, to what relief he is entitled to?

10. So far as the first relief claimed by the workman challenging the action of the management reverting him full-time Sweeper to part-time Sweeper is concerned, it is evident that as per his own case as mentioned in the written statement filed on his behalf as well as his statement given on oath there is no such fact stated by him. Rather, it has been mentioned in so many words in his examination in chief that his only prayer to the Tribunal is that he may be appointed as full-time Peon in the Bank. In his cross-examination he has further stated that he was never appointed as full-time Sweeper by the Bank at any point of time and he has no grievance so far as the part-time work of Sweeper is concerned. He has further stated that from 1982 till the present he has been continuously working in the Bank as a part-time Sweeper. His main prayer is for regularisation as it was mentioned by him in his letter dated 21-02-1995, Ext. W-1. This request is based mainly on the ground that he has been serving in the Bank for such a long time and particularly during the period from 1990 to 1994 when he had to work as full-time Peon and as such had signed attendance register and also got his salary on monthly basis. Thus according to him he had worked full-time during the period and he had been paid his salary and as such he prays for regularisation. In this connection the Bank both in the written statement as well as in the statement of the witnesses examined on its behalf viz. MW-1, Alakesh Chakraborty has stated that no regular vacancy was notified for absorption of the part-time Sweeper into full-time Sweeper. The concerned workman has never worked in the Bank as full-time Sweeper. The workman himself in the cross-examination has admitted that no appointment letter was issued in his favour in 1990 or at any point of time for his appointment as a Peon. The aforesaid evidence led by the parties, particularly the admission of the workman himself clearly goes to show that the management had not at any point of time appointed the concerned workman as full-time Sweeper. So there is no question of his being reverted back to the post of part-time Sweeper from the post of full-time Sweeper as the concerned workman had never been promoted to the post of full-time Sweeper and no grievance at such to challenge the alleged reversion from the post of full-time Sweeper to part-time Sweeper as it is so claimed by him for the purpose.

11. So far as the second relief claimed by the workman concerned for regularisation of his service as full-time subordinate staff, it is an admitted fact that the workman had been appointed only as a part-time Sweeper in the

Bank in the year 1982: He has no grievance so far as this post is concerned. It is also admitted that the claim for his regularization as per rules and schemes prepared by the Bank is governed as per terms of settlement arrived at between the employer and the representative of the workmen vide office circular dated 18-12-1996, Ext.M-5, which inter alia provide the terms and conditions for promotion or regularization as the case may be as under :—

“1. As and when a vacancy in full time cadre is identified/sanctioned by the Head Office in a branch office, the vacancy will be notified and applications will be invited from the eligible part-time employers drawing scale wages in the region/state whichever is smaller and the vacancy will be filled up by posting the senior most applicant, taking the seniority on the basis of date of joining in the services of the bank irrespective of scale wages he/she will be drawing at the time of filling up the vacancy.

4. As and when vacancy arises, for $\frac{1}{2}$ or $\frac{3}{4}$ scale wage in centre having two or more branches and approved by Head Office, applications will be invited from the eligible part-time employee working in that centre and the vacancy will be filled up by posting the senior-most eligible part-time employees amongst the applicants drawing scale wage of $\frac{1}{3}$ or $\frac{1}{2}$ as the case may be as per the date of joining. If there is only one branch in a centre when the vacancy has arisen and approved the same will be filled up from the approved panel, if there is no request transferred from part-time employee working in other centre is pending.

5. To be eligible for conversion into full-time subordinate, the part-time employee should be conforming to the norms of recruitment in respect of age, educational qualification, etc. at the time of initial entry into part-time employment. For part time employees drawing scale-wages of recruited prior to 1977, their eligibility regarding qualification, age may be the one applicable to SC/ST candidates stipulated for recruitment after 1977.

7. If more than one part-time employees have the same seniority, selection will be on the basis of date of birth. The selected candidate(s) will be posted anywhere in the region/state whichever is smaller.”

12. In view of the above mentioned terms and conditions is vide Ext. M-5 it is evident that as and when vacancy in full-time subordinate cadre is identified/sanctioned by the Head Office in a branch/office, the vacancy will be notified from the eligible part-time employee. It further provides that seniormost eligible part-time employees as per date of joining will be entitled to be considered for such appointment and the selected candidate will be posted anywhere in the region/state as the case may be. In this connection as stated by MW-1, Alakesh Chakraborty the witness examined on behalf of the management is that at that time no regular vacancy was

notified for absorption of a part-time Sweeper and also that there was no such sanctioned post available at Krishnanagar Branch of the Bank at the relevant time i.e., 1992 to 1994 and so there was no question of the concerned workman being ever allowed to work as full-time subordinate staff. It is evident that for a regular vacancy there must have existed a vacant post in the Bank at the relevant time for being promoted as a full-time subordinate staff.

13. The claim for regularization of a workman often lead to a great deal of controversy between the workmen and the management in number of cases and this has also led to number of litigations as well from time to time. On the basis of long period of ad hoc service a workman claims for his regularization as it is being done by the workman in the present case and in some cases this relief to the workman is provided to them by the Court as well. However, there are conflicting judicial opinion on this point of the Apex Court as well as noticed by the Hon'ble Supreme Court in the case of Secretary, State of Karnataka & Ors. v. Umadevi & Ors. (2006-II-LLJ-722). The matter had been referred to it on account of the conflict decisions of three Judges Benches and the two Judges Benches viz. Aswani Kumar and Ors. v. State of Bihar, AIR 1997 SC 1628 : 1997(2) SCC 1:1997-II-LLJ-856; State of Haryana & Ors. v. Piara Singh & Ors., AIR 1992 SC 2130 : 1992(4) SCC 118 : 1993-II-LLJ-937 and Dharwad Distt. P.W.D. Literate Daily Wage Employees Association and Ors. v. State of Karnataka & Ors. AIR 1990 SC 883 : 1990(2) SCC 396 on the one hand and State of Himachal Pradesh v. Suresh Kumar Verma & Anr., AIR 1996 SC 1565 : 1996(7) SCC 562, State of Punjab v. Surinder Kumar & Ors., AIR 1992 SC 1593 : 1992(1) SCC 489 and B.N. Nagarajan & Ors. v. State of Karnataka & Ors., AIR 1979 SC 1676 : 1979(4) SCC 507: 1979-II-LLJ-209.

14. Having considered the legal and constitutional aspect of the matter for regularization it was held by the Hon'ble Supreme Court that only such appointment is to be made in terms of the procedure established in that behalf and that too by a regular process of appointment when there is a regular vacancy in the post at a particular point of time otherwise not. The Hon'ble Court held:

“Public employment in a sovereign socialist secular democratic republic, has to be as set down by the Constitution and the laws made thereunder. Our Constitutional scheme envisages employment by the Government and its instrumentalities on the basis of a procedure and established in that behalf equality of opportunity is the hallmark and the Constitution has provided also for affirmative action to ensure that unequal are not treated equals. Thus, any public employment has to be in terms of the Constitutional scheme. A sovereign Government, considered the economic situation in the country and the work to be got done, is not precluded from making temporary's appointments or engaging workers on daily wages. Going by a law newly enacted, The National Rural

Employment Guarantee Act, 2005, the objection is to give employment to atleast one member of a family for hundred days in an year on paying wages as fixed under the Act. But a regular process of recruitment or appointment has to be restored to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in haphazard manner or based on patronage or other considerations. Regular appointment must be the rule."

15. In spite of the above constitutional scheme and the departmental rules providing a proper appointment procedure as per rules, irregular appointments and regularisation of contract daily-wagers are made and in some of the cases the department ignoring rules absorbed some of the entrants in service and sometimes it had been at the directions of the Court without following the regular procedure or even through back door. The Apex Court having noticed this anomaly and after having analysed the previous decisions given by it categorically stated that regular recruitment should always be insisted upon and only in contingency an ad-hoc appointment can be made for a permanent vacancy, but that too should be followed by a regular recruitment process. The Hon'ble Court in paragraphs 26 and 27 has made a clear observation to this effect in so many words as under :

"26. It is not necessary to notice all the decisions of this Court on this aspect. By and large what emerges is the regular recruitment should be insisted upon, only in a contingency an ad hoc appointment can be made in a permanent vacancy, but the same should soon be followed by a regular recruitment and that appointments to non-available posts should not be taken note of for regularisation. The cases directing regularisation have mainly proceeded on the basis that having permitted the employee to work for some period, he should be absorbed, without really laying down any law in that effect, after discussing the Constitutional schemes for public employment.

27. In Umarani. A v. Registrar, Co-operative Societies and Ors. 2004(7) SCC 112 : 2004-III-LLJ-780, a three-Judge Bench made a survey of the authorities and held that when appointments were made in contravention of mandatory provisions of the Act and Statutory rules framed thereunder and by ignoring essential qualifications, the appointment would be illegal and cannot be regularised by the State. The State could not invoke its power under Article 162 of the Constitution to regularise such appointments. This Court also held that regularisation is not and cannot be a mode or recruitment by any State within the meaning of Article 12 of the Constitution of India or anybody or authority governed by a statutory Act or the Rules framed thereunder. Regularisation furthermore cannot give permanence to an employee whose services are ad hoc in nature. It was also held that

the fact that some persons had been working for a long time would not mean that they had acquired a right for regularisation."

16. The Apex Court has categorically held above that no appointment should be made in contravention of the statutory rules and even held that the High Court has no jurisdiction to frame such scheme for regularisation. In paragraph 29 of the said judgement, the Hon'ble Court observed thus :

"29. It is not necessary to multiply authorities on this aspect. It is only necessary to refer to one or two of the recent decisions in this context. In State U.P. v. Niraj Awasthi & Ors. 2006(1) SCC 667 : 2006 I-LLJ-721, this Court after referring to a number of prior decisions held that there was no power in the State under Article 162 of the Constitution of India to make appointments and even if there was any such power, no appointment could be made in contravention of statutory rules. This Court also held that past alleged regularisation or appointment does not connote entitlement to further regularisation appointment. It was further held that the High Court has no jurisdiction to frame a scheme by itself or direct the framing of a scheme for regularisation. This view was reiterated in State of Karnataka v. KGSD Canteen Employees Welfare Association, 2006-I-LLJ-691 (SC)"

17. In view of the above decision given by the Hon'ble Apex Court by a Constitutional Bench of five Judges in Umadevi case (supra) it clearly goes to lay down that adherence to the rules of equality in public employment is the basic feature of Constitution and unless the appointment has been made in terms of relevant rules and after proper competition, the same would not confer any right on the appointed. It provides as such that the process of regularisation unless backed by rules, it does not give any such right to the workman for regularisation and earlier decisions given also do not help him to get a relief of regularisation unless it is backed by a scheme in this regard.

18. The facts of this case shows that the workman had been appointed as part-time Sweeper in the Bank since the year 1982 and he was not appointed ever as full-time subordinate staff as per his own statement given as WW-1 in this connection. For some time he had been permitted to work as full time subordinate staff, i.e., from 1990 to 1994, but as mentioned in paragraph 10 of the written statement of the Bank, he was asked to do unauthorisedly or it was due to illegal act or omission on the part of the Branch Manager of the concerned branch and also it was not within the knowledge of the Regional Manager of the Calcutta Region and Head Office of the Bank. The workman was engaged as a part-time Sweeper and for sometimes he had no doubt done a full-time job for which he had also been paid extra wages or salary as per salary sheet referred to this connection. For regularisation or promotion the memorandum of settlement arrived at between the Bank

and the All India Dena Bank Employees' Coordination Committee dated 05-12-1996 i.e. Ext. M-5 is a guiding scheme and circular issued in pursuance of it providing terms and conditions regulating mode of promotion which has to be gone into before any such claim is available to a workman in this regard. As mentioned above, it provides that as and when a vacancy in full-time subordinate cadre is identified or sanctioned by the Head Office in a branch/office, the vacancy will be notified and application will be invited from the eligible part-time employees taking seniority on the basis of date of joining in the service. In paragraph 5 is also provided that senior-most eligible part-time employee amongst the applicants will be entitled to get this chance. There will be a relaxation for age and educational qualification of such candidates and so on. All these conditions are to be fulfilled before considering the claim of the workman for his promotion or regularisation whatsoever to the post of full-time subordinate staff. The witnesses, MW-1 and MW-2 both have stated that no such vacancy at present exists in the concerned branch nor it has been so notified so as to give any such chance to the workman to be considered for regularisation as full-time subordinate Staff. As stated by them the sanctioned strength of the subordinate staff of the Krishnanagar Branch both at the relevant time in the year 1992—1994 and even at present is one Armed Guard, two Peons and one half wage scale Sweeper. In view of that it is found that this workman had never been appointed as full-time subordinate staff on regular basis after selection as per the aforesaid scheme and rules. Others, senior to him are also to be considered for any such claim of the workman and unless the vacancy is so notified and applications are invited in terms thereof as per rules, the claim of the concerned workman cannot be looked into and any such direction issued by the Tribunal to regularise the service of the concerned workman will obviously be illegal as it has been so held by the decision given in the case of Umadevi (supra) by the Hon'ble Apex Court that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right of the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wage or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also been clarified to say that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules, it is not open to the Court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right. This clear assertions by the

Hon'ble Apex Court leave no room for doubt that the claim of the workman concerned cannot be looked into for its necessary consideration as the concerned workman had never been promoted or appointed as a full-time subordinate staff in the concerned branch for no such vacancy ever existed therein nor any such vacancy was ever notified so as to consider the claim of the workman for his regularisation as claimed by him in this regard. The matter is still open and it will be considered as and when any such vacancy occurs in future as it will be so notified and the claim of the workman will also be considered for the same as it has been categorically stated on behalf of the Bank in its paragraph 4 of the written statement and both the witnesses examined in this connection on behalf of the management viz. MW-1 and MW-2 have also stated this fact to be followed by the Bank for considering the claim for promotion/regularisation of the workman as provided by the terms of the Circular dated 5-12-1996. Ext. M-5 in this regard. Issue No. 2 as such is decided accordingly.

19. In the result, the action of the management of Dena Bank to revert Shri Dhananjay Sardar from full-time Sweeper to part-time Sweeper is held to be justified and his claim for regularisation of service as full-time subordinate staff cannot be held to be just and legal. The concerned workman, therefore, is not entitled to any relief in this case.

20. The reference is answered accordingly.

Kolkata

S. B. MISHRA, Presiding Officer

Dated : the 21st November, 2006

नई दिल्ली, 5 दिसम्बर, 2006

का.आ 5042.—आौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन ओवरसिस बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आौद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ नं. 1 के पंचाट (संदर्भ संख्या 27/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/141/1998-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5042.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh No. I as shown in the Annexure in the industrial dispute between the management of the Chief Regional Manager, IOB Regional Office, and their workman, received by the Central Government on 5-12-2006.

[No. L-12012/141/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No 1.D. 27/99

Sh. Ashok Kumar C/o Sh. Tek Chand Sharma, 25 Sant
Nagar, Civil Lines, Ludhiana-141001.

.....Applicant

Versus

The Chief Regional Manager, Indian Overseas Bank,
Regional Office Civil Lines, Ludhiana-141001

.....Respondent

APPEARANCES

For the workman : None

For the management : Sh Ramesh Chopra

Passed on 11-10-2006

AWARD

Central Govt. vide notification No. L-12012/141/98/
IR (B-II) dated 27-01-1999 has referred the following dispute
to this Tribunal for adjudication:

“Whether the action of the management of the Bank
i.e. the Chief Regional Manager, Indian Overseas
Bank, Fountain Chowk, Civil Lines, Ludhiana in
awarding punishment of dismissal from service to
Sh. Ashok Kumar, Messenger w.e.f. 20-4-95, is legal
and justified? If not, what relief the concerned
workman is entitled to and from what date?”

2. None appeared on behalf of the workman despite
notice for several dates Learned counsel for the management
Shri Chopra submitted that it appears that workman is not
interested to pursue with the present reference as he is not
appearing to pursue with his case probably employed
gainfully some where He further submitted that from the
last 11 dates fixed for hearing neither workman put up
appearance nor his AR appeared therefore, the reference
may be returned for want of prosecution.

3. In view of the above, as the workman is not
appearing for the last 11 dates and probably gainfully
employed, the present reference is returned to the Central
Government for want of prosecution. Central Government
be informed. File be consigned to record.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2006

का.आ: 5043.—औद्योगिक विवाद अधिनियम, 1947

(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक
ऑफ इण्डिया के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों
के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार
औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या
284/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को
05-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/17/1999-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5043.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 284/
1999, of the Central Government Industrial Tribunal-cum-
Labour Court, Jabalpur as shown in the Annexure, in the
industrial dispute between the management of Bank of
India and their workmen, received by the Central
Government on 5-12-2006.

[No. L-12011/17/1999-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/284/99

Presiding Officer : SHRI C. M. SINGH

The President,
Bank of India Employees Union,
C/O Bank of India, Zonal Office,
Jail Road, Arera Hills,
Bhopal (MP)Workmen/Union

Versus

The Zonal Manager,
Bank of India, Zonal Office,
M.P.Zone, Bank of India Bhawan,
Jail Road, Arera Hills, Bhopal (MP)Management

AWARD

Passed on this 20th day of November, 2006

1. The Government of India, Ministry of Labour vide
its Notification No. L-120 11/17 /99-IR (B-II) dated
5-23-8-99 has referred the following dispute for adjudica-
tion by this tribunal:

“Whether the action of the management of Zonal
Manager, Bank of India in engaging casual labourers
for years together but denying regularisation who
completed more than 240 days service in a calendar
year is justified? If not, what relief such casual
labourers are entitled for?”

“Whether the action of the management of Zonal
Manager, Bank of India in not converting the sweep-
ers into Sepoy (Peon) who have completed 5 years
of regular service is justified? If not, to what relief
these workmen are entitled for?”

“Whether the action of the management of Zonal
Manager, Bank of India in not appointing sweepers
on Floor-Area basis is justified? If not, to what relief
the workmen are entitled for?”

2. After the reference order was received, it was duly
registered on 13-9-99 and notices were issued to the par-
ties to file their respective statements of claim. Notices
were issued to the parties by Registered AD post and there-

after under certificate of posting but no one put in appearance for the parties inspite of sufficient service of notice on them. Under the above circumstances, this tribunal was left with no option but to close the reference for award.

3. It is clear from the above that the parties have no interest in the industrial disputes referred to this tribunal for adjudication. Therefore it shall be just and proper to pass no dispute award in this case. Accordingly no dispute award without any order as to costs is passed.

4. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

राई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5044.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 116/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/214/2000-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5044.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/2000), of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 5-12-2006.

[No. L-12011/214/2000-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, COURT NO.2, MUMBAI

Present : Shri A. A. Lad, Presiding Officer

REFERENCE NO. CGIT-2/116 OF 2000

Employers in relation to the management of
Syndicate bank

The Deputy General Manager,
Syndicate Bank, Zonal Office,
Makar Tower No. E, 2nd floor,
Plot No. 85, Cuffee Parade,
Colaba, Mumbai 400005.

AND

Their workman

The President,
Syndicate Bank Employees
Union, Kalyan Bhavan, 1st floor,
69, Armenian Street,
Chennai-600001.

APPEARANCE:

For the employer : Mr. R. N. Shah, Advocate
For the employee : Mr. Jaiprakash Sawant,
Advocate

Date of reserving the Award : 8th August, 2006

Date of passing the Award : 4th October, 2006.

AWARD-II

The Government of India, Ministry of Labour by its Order No. L-12011/214/2000-IR(B-II) dated 27th November, 2000 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of management of M/s. Syndicate bank by dismissing Shri C.K. Diwalkar from the services of the Bank is justified and proper? If not, then what relief the workman is entitled to?”

2. Workman Diwalkar was engaged as Attendant in the Bank in the year 1980 and that he was promoted as Clerk from 1985. In the year 1998, he was posted at Worli (South Mumbai) of Syndicate Bank. By claim statement Exhibit 7 workman averred that on 18-9-1998 he was suspended pending chargesheet dated 3-12-1998 on the allegation that with dishonest intention he derived unlawful pecuniary benefits. It is alleged in the charge sheet that workman fraudulently credited an amount of Rs. 1,06,369 being realization proceeds of CDD 179/98 and 180/98 to Saving Bank Account No. 185523 of Mr. Razak and misappropriated the amount by fraudulently obtaining signature of said Razak on withdrawal slip No. 022641 on 24-3-1998 to withdraw Rs. 1,00,000 and by forging signature of said Razak on withdrawal slip No. 022712 on 26-3-1998 to withdraw Rs. 6000 from the SB Account No. 185523. It is pleaded that workman denied the said allegation as he was not involved in all the transactions referred to above nor he destroyed the credit slips, nor forged the signature of Razak. He averred that he did not misappropriate any amount nor committed any misconduct, however inspite of this management held enquiry. It is averred that Inquiry Officer without following the principles of natural justice held him guilty and that findings recorded by him are perverse. It is contended that management based on the findings, dismissed the workman from the services illegally from 1-10-1999. It is contended that management's actions being illegal, be set aside.

3. Management Bank resisted the claim of workman by filing written statement (Exhibit 9) contending that the workman misappropriated the amount as alleged in the chargesheet which was 'misconduct' under the Bipartite

Settlement clause 19.5 (J) and therefore, he was dismissed as the misconduct was of grave nature. It is averred that the Enquiry Officer giving sufficient opportunity and hearing the workman had recorded findings that he was involved in fraudulently crediting the realization proceeds. It is averred SB Account holder Mr. Razak had lodged complaint to the Police that he was threatened by workman. It is contended that as the principles of natural justice enquiry was held and that findings were based on documentary evidence and based on the findings workman was dismissed. It is contended management's action being legal workman's claim is devoid of substance and the same be dismissed *in limine*.

4. By rejoinder Exhibit 10 workman reiterated the recitals in the Claim Statement denying the averments in Written Statement further contending that the Sub-Manager, Mr. A.C. Silveria and others have played fraud upon the Bank, however, workman has been made a scapegoat.

5. On the basis of the pleadings issues were framed at Exhibit 11 and in that context workman filed affidavit in lieu of Examination-in-Chief (Exhibit 14) and closed oral evidence vide Exhibit 15. In rebuttal, however, management did not lead oral evidence vide parsis (Exhibit 26).

6. Workman filed written submissions (Exhibit 17) and the Management at Exhibit 18. On hearing the counsel and perusing the record and the written submissions, I record my findings on the following Issues for the reasons mentioned below:

Issue	Finding
3. Whether the action of management of M/s. Syndicate Bank by dismissing Shri C. K. Diwalkar from the services of the bank is justified and Proper?	Yes
4. What relief the workman is entitled to?	Does not arise.

REASONS
Issue Nos. 1 and 2

7. In this second round of litigation question of quantum of punishment arises on the basis of the enquiry conducted against 2nd Party. Enquiry was observed fair and proper by passing Part I Award dated 21st November, 2002 yet it is not challenged by the 2nd Party Workman. SO stage of deciding the quantum of punishment comes.

8. Charge of misconduct is alleged against 2nd Party Workman. 2nd Party joined 1st Party as a Clerk with effect from 1st May, 1985. Initially he was appointed as Attendant with the party with effect from 12-2-1980. During his employment 2nd Party took active part in depositing mobilization activities. He was also taking part in sports activities and as well as taking part in cricket and was known as a good cricketer. He was placed under suspension on 18-9-1998 during the course of the enquiry. Charge sheet was served on him on 12-9-1998 alleging charge of dishonest intention of deriving unlawful pecuniary benefits. There

was also charge of fraudulently crediting an amount of Rs. 1,06,369/- being realization proceeds of CDD 179/98 and 180/98 to SB A/c. No. 185523 of Mr. Razak and it was alleged that said amount was misappropriated by him fraudulently obtaining signature of Mr. Razak on withdrawal slip No. 022641 on 24-3-98 to withdraw the amount to the tune of Rs. 1,00,000/- and by forging signature of said Razak by using withdrawal slip No. 022712 on 26-3-1998 by which Rs. 6000/- were withdrawn from the SB Account No. 185523 of Mr. Razak. Looking that those are serious and severe allegations and treating said misconduct as serious, enquiry was conducted where evidence was lead before the Enquiry Officer. Relying on the evidence Enquiry Officer observed 2nd Party guilty of the charges levelled against him. The allegation of fraudulently crediting an amount of Rs. 1,06,369 of the above referred account of Mr. Razak which was proved misappropriated fraudulently by fraudulent act by 2nd Party by crediting the withdrawal slips. He did all that with fraudulent intention to deceive the account holder Mr. Razak which affected on the reputation of the 1st Party. Enquiry Officer after realizing the evidence placed before held the charge of gross misconduct of doing an act prejudicial to the interest of the Bank which fall under Clause 19.5 (J) of Bipartite Settlement levelled against the 2nd Party as proved against him. Full opportunity was given to the 2nd Party. Enquiry was conducted fairly and properly. In the enquiry it has come on record that, the withdrawal slip for Rs. 1 lakh was issued and filled up by the 2nd Party took signature on the withdrawal slip stating that he wanted to show the same to the Manager, and after that he used withdrawal slip of the customer left with the first party Bank without knowing the consequences of his signing the withdrawal slip, and knowing that he had no money in his account and that he had also no surplus money with him. It has come on record that the withdrawal slip for Rs. 6000/- was also fraudulently obtained by the 2nd Party. This confirms beyond doubt that the withdrawal slips were issued and filled in by the 2nd Party for the above fraudulent acts in order to gain pecuniary advantage at the cost of the Bank. Further the credit slips for deposits of amount on 6 different dates, to the S. B. account of Mr. Razak were prepared and signed by the 2nd Party (except one slip signed by Mrs. Razak as the 2nd Party got her signature at her residence in the absence of Mr. Razak). In his depositions the customer Mr. Razak stated that, he neither received nor deposited such a huge amount. The circumstances led to the conclusion that the 2nd party deposited the amount in the S. B. account of Mr. Razak from his own source and not as given by the customer. Thus, Mr. Razak had no knowledge of either the wrong credit of amount to his account, or subsequent withdrawal and deposit of the amount to his account. It has come on record in the Enquiry proceedings that it was because of the fraudulent involvement of the 2nd Party, the wrong credit, withdrawal of the amount and subsequent credit had taken place and there was no doubt as to why 2nd Party's use of his position in the Bank to perpetrate the said fraudulent

acts and to derive undue pecuniary benefit therefrom at the cost of the Bank. The SB account holder Mr.Razak had lodged a police complaint stating that the second party, threatened him and that he was warned by the second party and was asked to inform the Branch Manager that those withdrawals and deposits were made by him only. The complaint was taken on record during the course of enquiry. The charges were clearly established in the departmental enquiry and the punishment of dismissal from the services of the Bank was awarded by the Disciplinary Authority. No financial institution will retain on its rolls an employee like this who has indulged in fraudulent acts of misappropriation. The Bank, being a financial institution dealing in public funds, expects honesty and financial integrity on the part of its every employee in his/her dealings with the Bank, Public and customers and it is of utmost importance. In Banking Institution faith and trust of the customer is utmost important. It is clear from the records brought before during the enquiry that the 2nd Party failed to discharge his duties honestly and also derived undue pecuniary benefit at the cost of the bank. Though the misutilised amount has been fully reimbursed, the fact that the 2nd Party manipulated the records to his advantage and misused the trust reposed on him by the Bank and the customer called for a serious view of the matter. When the Bank lost confidence in him, the continuation of 2nd Party in the services of the Bank would have had serious implications. The 2nd Party, by misusing the position he enjoyed in the services of the Bank and also the confidence reposed on him by the customer acted in a manner prejudicial to the interest of the Bank. Reinstating him will have considerable adverse effect on other employees and if leniency is shown to him, it will erode the confidence of other employees in the system, adversely effect the morale of the employees and above all erode the confidence of the public in the entire Banking system. This will also effect the image of the Bank. In the instant case Demand Draft bearing No. 816311 dated 16-03-98 for Rs. 106720 issued by The Koddinar Nagarik Sahakari Bank Ltd., Kodinar being the realization proceeds of CDD No. 179/98 and 180/98 in respect of Cheque No. 704773 dated 23-2-1998 and Cheque No. 204772 dated 16-2-98 drawn on the Kodinar Nagarik Sahakari Bank Ltd., Kodinar Gujarat for Rs. 106946.87 was received by Shri A.C. Silveria, Sub Manager of the Branch through Maruti Courier Service and the same was given to the 2nd Party, who on that date was working in Bills Department, to prepare appropriate credit slips to enable him to send the draft in clearing. The 2nd Party instead of preparing the credit slips for credit of CDD prepared credit slips for credit of CDD prepared credit slips for Rs. 321/- towards Bank's commission, Rs. 30/- towards Miscellaneous Income and Rs. 106369/- favouring S. B. Account No. 185523 of Mr. Razak who resides in the same locality where the 2nd Party resides, an illiterate customer and who depends exclusively on the 2nd Party for his banking transactions. After preparing the slips he got it signed by Shri A.C. Silveria, Sub Manager when Sri Silveria was busy with other work.

Sri Silveria signed the slip without noticing the change in the name of the credit slip and for his negligence departmental action was initiated and appropriate punishment was awarded to Sri Silveria. In the instant case, the amount was credited to the SB account of Sri Razak. Why it should be the account of Sri Razak only but not of anyone else, if it has been happened by mistake? Here the motive is quite apparent. The crediting of the amount to the SB account of Sri Razak was not by mistake but was an intentional one enacted by the 2nd Party himself. The 2nd Party prepared the credit slips to the SB Account of Sri Razak with a *malafide* intention to withdraw the amount later without the knowledge of the account holder. It has come on record that Sri Razak, being an illiterate and not able to transact in his account with the Bank on his own, relied on the 2nd Party on all occasions and Sri Diwalkar helped him in all his banking transactions. This fact was exploited by the 2nd Party to espouse his own cause. The 2nd Party, knowing fully well that Sri Razak would not know anything about the fraudulent transaction, credited the amount to the SB A/c of Sri Razak and by exploiting the ignorance of Sri Razak, got the withdrawal slips signed by Sri Razak and withdrew the amount and, thus derived fraudulently transaction. It is normal that, the 2nd Party wanted to cover up his track and the best method he found was to destroy the credit slips prepared by him and which were used for crediting the amount to the SB account of Sri Razak. Had the credit slips remained on record, there would have been no excuse/defence. However, he could not destroy the entire evidence and the evidence brought on record coupled with circumstantial evidence conclusively proved that the 2nd Party indulged in the fraudulent activities. Contrary to the stand of the defence, it is strange that only the three credit slips pertaining to that date are missing and all the other slips are found in tact and on record. It is to be noted that the said credit slips were in existence till the sub-day was written as the non-appearance of the entries pertaining to the missing credit slips would have caused difference while tallying the day's transaction. Thus it is apparent that after necessary entries were made and after the day's transactions were tallied, the slips were destroyed. Though the Management exercises all reasonable control over its records indulging day's slips, when an insider, i.e., an employee is hell bent upon in destroying the credit slips with a motive to destroy the evidence, the employee finds ways and means to do so. The Bank reposes total confidence on its employees on the premise that the employees would always act in the best interest of the Bank. But in the instant case, the 2nd Party demolished such confidence reposed on him and resorted to fraudulent activities. In a financial institution, the continuation of an employee whose dishonesty has been established would harm the interest of the Bank. Had the 2nd Party been allowed to continue in the services of the bank, it would have caused irreparable damage to the interest and image of the bank and the Bank cannot repose confidence in him. The Management wishes to further submit that the 2nd Party was found guilty on the basis of

the evidence adduced before the enquiry forum and that the contention that it was only on presumption is far from truth. The Management by dismissing the 2nd Party from the services of the Bank exhibited that it cannot allow a dishonest employee to continue in its services. The Management acted well within its right while dismissing the second party and the right was exercised judiciously and giving cogent reasons. The action of the Management was not arbitrary but was well founded and on solid grounds and the action is legal and justified.

9. If we consider all this coupled with case made out by both, I conclude that, when charges are proved against 2nd Party question of interfering in the quantum of punishment does not arise.

10. Besides, Ld. Advocate for the 1st Party placed reliance on number of citations to contend that in such a proved misconduct generally the Court should not interfere. He placed reliance on the copy of the citation published in (1) 2005(I) CL.R page 959 (Bharat Heavy Electricals Ltd. vs. Reddy & ors), (2) 1998(4) SCC p. 310 (Union Bank of India vs. vishwa Mohan), (3) Copy of citation published in 2003 [SCC (I&S)] page 363 (Regional Manager, U.P. SRTC V/s. Hotilal), (4) copy of citation published in 1999 LAB I.C. page 2091 (State Bank of India vs. T. J. Paqul), (5) copy of citation published in 2000 II CL.R p.13 (U.P. State of Road Transport Corporation vs. Subhash Chandra Sharma), (6) copy of citation published in 2000 II CL.R p.407 U. P. State Road Transport Corporation vs. Mohanlal Gupta and (7) copy of citation published in 1997(75) F1.R SC page 949 (Indian Oil Corporation Ltd. and ors. vs. Ashok Kumar Arora) reveals that when disciplinary authority places reliance on the finding of the Enquiry Officer where misconduct is observed proved in that case it does not suit proper for the Court to interfere. Besides looking to the nature of misconduct proved against the 2nd Party and looking at the 1st Party who is engaged in dealing in Banking business which is run only on good reputation and if it is expected from all does allow take lenient view against employee like this against whom such a serious misconduct is proved and if Court interfere in my considered view, it will give wrong signal. So I conclude that this is not a fit case to interfere in the punishment awarded by the Disciplinary authority. Hence I answer this point to that effect and passes the following order :

ORDER

- (a) Reference is rejected;
- (b) There is no order as to its Costs.

Mumbai,

4th October, 2006

A. A. LAD, Presiding officer

नई दिल्ली, 5 दिसम्बर, 2006

का.आ 5045.—आधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.- 2, नई दिल्ली के पंचाट (संदर्भ संख्या 89/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/159/2002-आई आर (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 89/2002 of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi, No. II, as shown in the Annexure in the industrial dispute between the management of Allahabad Bank and their workman, received by the Central Government on 05-12-2006.

[No. L-12011/159/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
NEW DELHI**

PRESIDING OFFICER : R. N. RAI.

I.D. No. 89/2002

IN THE MATTER OF:

Shri Hari Lal Mourya,
C/o. The General Secretary,
Allahabad Bank Employees' Association,
C/o. Allahabad Bank, Baroda House,
New Delhi - 110 001.

Versus

The Dy. General Manager,
Allahabad Bank,
17, Parliament Street,
New Delhi - 110 001.

AWARD

The Ministry of Labour by its letter No.L-12011/159/2002- IR (B-II) Central Government Dt. 07-11-2002 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Allahabad Bank in awarding the punishment of withdrawal of special allowance for two years to Shri Hari Lal Mourya, Peon-cum-Bill Collector working at Baroda House, New Delhi was justified ? If not, what relief is the workman entitled to?”

The case was taken up in Lok Adalat on 29-11-2006. The workman was persuaded to decide his case in Lok Adalat on previous dates. The workman has filed application for withdrawing his case.

No dispute award is given.

Date: 01-12-2006.

R.N. RAI, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2006

का.आ 5046.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इण्डिया के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 71/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-12-2006 को प्राप्त हुआ था।

[सं. एस-12012/324/97-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5046.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 71/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the management of Bank of India and their workman, received by the Central Government on 05-12-2006.

[No. L-12012/324/97-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/71/98

PRESIDING OFFICER: SHRI C.M. SINGH

Shri Raghuvir Singh Kushwaha,
S/o Shri Ram Prasad Kushwaha,
R/o Purani Chhawani,
Near Kushwaha Mandir,
Guna (MP)

Versus

Regional Manager,
Bank of India, Gwalior Region,
Jhansi Road,
Lashkar, Gwalior.

Workman

Management

AWARD

Passed on this, 16th day of November, 2006.

1. The Government of India, Ministry of Labour vide its Notification. No. L-12012/324/97-IR(B-II) dated 21-4-1998 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of Bank of India in terminating the services of Shri Raghuvir Singh Kushwaha, S/o Ram Prasad Kushwaha w.e.f. 22-3-97 is legal and justified? If not, to what relief the said workman is entitled?"

2. The case of applicant Shri Raghuvir Singh Kushwaha in brief is as follows. That he is original resident of village Guna and is a member of backward class. That he was appointed by the oral orders of the then Manager of Bank of India, Guna Branch in the year 1986 for discharging work of a peon. That he worked for a few days in the year 1986. In the year 1987, he worked for 150 days. His salary was paid by depositing the same in his saving account in the Bank. In the year 1989, his name was sent for regularisation on the post of safai karmachari. He sent a notice through an advocate on 17-3-97 to the Regional Manager and the Branch Manager of Guna branch to the effect that on 22-3-97, interview was being held for filling the post of class IV employee but he was not called for the interview. On it he was seized to work from March 21, 1997 on receipt of notice by the bank. He worked in the year 1994 for 292 days and in the year 1995 for 295 days because the work was taken from him even on Sundays and Government holidays. In the year 1996 his house collapsed due to rains, therefore he sent an application for leave 3 to 4 times but being a daily wager, his application was not taken and in this manner during the year 1996, he worked for 218 days. The applicant worked for more than 240 days. He was not paid bonus for a few years. For a few years, the payment was made to him by his name and thereafter he was paid from the head of miscellaneous charges. The applicant worked in the following years as mentioned below against each year :—

Year	Days
1986	about 1 week
1987	about 100 days
1988	about 100 days
1989	about 250 days
1990	258 days
1991	259 days
1992	257 days
1993	259 days
1994	292 days
1995	294 days
1996	about 210 days

The applicant's house was collapsed in the month of August 1996 and because the Bank does not sanction any leave to the daily wager therefore he was seized to work. The applicant worked from 1st January to 21st March in the year 1997 for about 50 days and on 22-3-97 he was terminated from service by oral orders. The said order is illegal and has been passed in violation of Sec. 25-F of the Industrial Dispute Act, 1947. That after his termination from service, the Bank employed a new employee who is still working in Guna branch and in this manner the Bank has violated the provisions of Sec. 25H of Industrial Dispute Act, 1947. It is prayed by the applicant that his termination from service be declared illegal and he be reinstated in service with back wages and other benefits.

3. The management in order to contest the case filed their Written Statement. Their case in brief is as follows. The relationship of employer and workman does not exist between the management and the applicant. The applicant has not disclosed anything with regard to his employment in the management Bank, which is the basis and preliminary requirement to raise an industrial dispute nor he has produced any documentary proof in support of his claim of employment in management Bank. The Government of India, Ministry of Labour has erred in terming the applicant as workman. As already stated above, the applicant is not a workman or even casual workman in terms of sub-sec (s) of Section (2) of I.D. Act 1947. The Government of India, Ministry of Labour has further erred in mentioning about termination. Termination of services of a person arises only when he is employed after appointment either temporarily or intermittently. Whereas, in the present case, the applicant was never employed and as such there was no question of termination of services. The Central Government is entitled to make a reference of an industrial dispute between the parties. From the order of reference it seems that the Government has made a reference assuming certain facts which did not exist. The order of reference shows that the Government has already decided that employer-employee relationship existed and there was a termination. This is factually incorrect. The reference has been made mechanically without application of mind and without considering the relevant material placed before them. The terms of reference as it stands are highly prejudicial to the management. In view of the above, the reference is not only illegal, bad in law but also *void-ab-initio* and has no legs to stand in the eye of law. Appointment in the Bank is governed by certain statutory rules and regulations. A person seeking employment in the Bank has to go through the entire procedure prescribed for getting appointment. Only such employees are entitled for regular appointment by following the aforesaid procedure prescribed for appointment. At times, the Branch Manager in order to ensure smooth customers' service are required to resort to engaging any person whenever there is a temporary increase in the work of casual nature and/or where the regular sub-staff are on leave from duties. Under these circumstances, the persons so engaged are duly compensated by fair amount. The Branch Manager is not the appointing authority of any staff employed by the Non-applicant Bank. The then Regional Manager (now Zonal Manager) with prior approval of the Ministry of Finance received from Head Office of the management Bank is competent to appoint staff in subordinate cadre after fulfilling Central Government directions which include requisitioning of eligible candidates from concerned employment exchange, consideration of reservation to SC/ST/OBC candidates besides scrutiny of the eligibility of the sponsored candidates for appointment by way of conducting test/interview etc. The Regional Manager (now the Zonal Manager) has never appointed the applicant. The applicant in this case was told by the management that the person engaged for few days purely on temporary

nature for doing job of casual work will not be given regular employment as for regular employment, the management has to follow the recruitment policy. The applicant was never engaged on regular basis continuously for 240 days or for more than 240 days in any of the calendar year. It has been specifically denied by the management that Shri R.S. Kushwaha was engaged as peon in 1986 by the then Manager on verbal instructions. The applicant was engaged purely on temporary basis for doing casual nature of job as and when required in 1987 and he had been paid total amount of Rs. 915.81 for working on different days in 1987. It is denied by the management that the applicant's name was recommended for the post of permanent sweeper by the manager at that time in 1989. It is submitted by the management that the applications were called from employment exchange, Guna for filling of one sub-staff vacancy at Binaganj Branch for SC candidates only. His name was not sponsored by the employment exchange. He was not called for interview. It is specifically denied by the management that Shri R. S. Kushwaha had worked 290 days in 1994 and 295 days in 1995. There is no question of working on Sundays and holidays as Bank remains closed on these days. It is further denied by the management Bank that Shri R. S. Kushwaha had worked 218 days in 1996 and 50 days upto 22-3-97. The applicant was engaged to do temporary nature of work on reimbursement basis. It is submitted by the management that the applications were called for the post of one sub-staff vacancy at Binaganj and applications have been called from employment exchange, Guna. The interview was taken of those candidates whose names were forwarded by Employment Exchange. The applicant's name was not sponsored by the employment exchange. The applicant has not acquired the required status for absorption and payment or retrenchment and no violation of Sec. 25-F of I. D. Act, 1947 has been made. It is specifically denied by the management that the provisions of I.D. Act 1947 have been violated. It is prayed by the management that the case of the applicant is devoid of merit and the same is deserved to be dismissed.

3. Vide order dated 16-8-05 of this reference proceeding, it was ordered that the reference shall proceed ex parte against workman.

4. The management in order to prove their case filed affidavit of Shri T.D. Pandey, the then Sr. Branch Manager at Shivpuri Branch of the management Bank and Shri H.P. Dwivedi, the then Chief Manager at Janpath Branch at New Delhi of the management.

5. I have heard Shri A.K. Shashi, Advocate for the management. I have very carefully gone through the evidence on record.

6. As the case proceeded ex parte against the workman, there is no evidence on record for proving the case of the workman. As against above, the case of the management stands fully proved from the uncontested and unchallenged affidavits of Shri T.D. Pandey, the then Sr. Branch Manager, Shivpuri branch of the management

Bank and Shri H.P. Dwivedi the then Chief Manager at Janpat Branch at New Delhi of the management Bank.

7. In view of the above the reference deserves to be answered in favour of the management and against the workman Shri Raghuvir Singh Kushwaha. But having considered the facts and circumstances of the case, I am of the view that the parties should be directed to bear their own costs of this reference. The reference is answered in favour of the management and against Shri Raghuvir Singh Kushwaha holding that the action of the management Bank in terminating the services of Shri Raghuvir Singh Kushwaha, s/o Shri Ram Prasad Kushwaha w.e.f. 22-3-97 is legal and justified and the workman is not entitled to any relief. The parties shall bear their own costs of this reference.

8. Copy of the award be sent to Government of India, Ministry of Labour as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 5 दिसंबर, 2006

का.आ 5047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.- 2, मुम्बई के पंचाट (संदर्भ संख्या 3/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2006 को प्राप्त हुआ था।

[सं. एल-31015/1/2003-आई आर(बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5047.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 5-12-2006.

[No. L-31015/1/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 MUMBAI

PRESENT: A.A. LAD, Presiding Officer

Reference No. CGIT-2/3 of 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT OF BOARD OF TRUSTEES OF PORT OF MUMBAI

(1) The Chairman
Mumbai Port Trust
Port House, S.V. Marg,
Ballard Estate, Mumbai-400 038.

(2) M/s. Asha Caterers
C/o. Evelyn Guest House
Apollo Bunder, Mumbai-400 001.

V/s.

THEIR WORKMEN

(1) The President
Mumbai Port Trust Dock & General Workers Union
Kamgar Sadan, Nawab Tank Road
Mazgaon, Mumbai-400 010.

(2) Shri Prasad Singh Yadav
Evelyne Building, Mumbai Port Trust
Mumbai-400 001.

APPEARANCES:

For the Employer (1) : Mr. Umesh Nabar
Advocate.

For the Employer (2) : Absent.

For the workmen : Mr. J. H. Sawant
Advocate.

Mumbai, dated 30th October, 2006

AWARD

The Government of India, Ministry of Labour by its Order No.L-31015/1/2003-IR(B-II) dated 22-01-2003 in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the contract between the Board of Trustees of the Port of Mumbai and the contractor is a sham and bogus one and is a camouflage to deprive the concerned employees of the benefits available to permanent workmen of the Board of Trustees of Port of Mumbai ?

Whether the concerned workmen employed as Sweepers, Cleaners, Watchmen, waiters etc. should be declared as permanent workmen of the Board of Trustees of Port of Mumbai ?

What are the wages and consequential benefits to be paid to the concerned employees ?”

2. To support the subject matter referred in the reference, second party filed statement of claim at Ex-10, which is disputed by first party by filing Written Statement at Ex-11. Issues were framed at Ex-15 and reference was placed for recording evidence.

3. By filing purhis Ex-28 both parties requested to dispose it of in Lok Adalat. Accordingly order is passed.

ORDER

Vide Ex-28, reference is disposed of in Lok Adalat.
30-10-2006 A.A. LAD, Presiding Officer

Jaiprakash Sawant, Advocate appeared for Union
The application for disposal of reference proceedings
for want of prosecution is taken on record. Posted for
Award.

Sd/-
J.H. Sawant
Advocate

Sd/-
Suresh Babu
Panel Member

Sd/-
(Nandini Menon)
Advocate

Sd/-
M.B. Anchan
Advocate

Sd/-
A.M. Koyande
Advocate

Ex-No. 28

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI
Reference No. CGIT -2/3 OF 2003

Mumbai Port Trust

AND

Their workman represented by MbPT & DGW Union
Application for disposal
of reference for want
of prosecution.

MAY IT PLEASE YOUR HONOUR:

Mumbai Port Trust Dock and General Employees Union representing the workmen covered in Reference Proceedings has instructed the undersigned Advocate to apply for disposal of the Reference proceedings for want of prosecution as the Union would like to pursue the case of the workmen afresh with the management.

Mumbai

Date 30-10-2006

Sd/-
(Jaiprakash Sawant)
Advocate for MbPTD & G W Union

Allowed.

Sd/-
(A. A. Lad)
Presiding Officer

30-10-2006

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5048.—आधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकारी भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आधोगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 875/2 के 5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/80/2002-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5048.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (875/2 K 5) of the Central Government Industrial-Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 4-12-2006.

[No. L-12012/80/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Presiding Officer : Shri KULDIP SINGH

Case No. I. D. No. 875/2k5.

Registered on 9-09-2005

Date of Decision 3-11-2006.

Shri M. S. Mehra S/o Shri Harke Ram, House No. 108/30,
Chhotu Ram Colony, Rohtak (Haryana),

...PETITIONER

Versus

State Bank of India, the Assistant General Manager,
(Disciplinary Authority)
State Bank of India, Region-II,
Zonal Office (Haryana), Sector-8-C, Chandigarh

...RESPONDENT

APPEARANCE

For the Workman : Shri J.S. Rana
AR

For the Management : Mr. N.K. Shrama
Advocate.

AWARD

The matter for the consideration of this Tribunal at this stage is whether the Management had conducted a fair and proper inquiry before terminating the services of Shri M.S Mehra, the workman on 2nd December, 1999; and that the penalty imposed on him was justified and if not to what relief the workman is entitled to? The matter has come for the consideration of this Tribunal on a reference from Govt. of India vide their order No. L-12012/80/2002-IR (B-I) dated 28th June, 2002. The appropriate Govt. has desired to know as under :

"Whether the action of the Assistant General Manager, State Bank of India, Zonal office (Haryana & U.T, Chandigarh), Chandigarh in removing Shri M.S Mehra, Teller, SBI Branch Hissar Mandi (Haryana) from Bank service w.e.f. 2-12-1999, after imposing the penalty, is justified? If not, what relief Shri M.S. Mehra is entitled?"

On getting the reference from the Tribunal the parties appeared through their Counsel. The workman filed the statement of claim, to which the Management filed the reply. They also placed on record the photo copies of the inquiry proceedings. Since the Management took the plea that the dismissal of the workman was after holding a domestic inquiry, and the workman alleged that the inquiry was not conducted fairly, therefore, before proceeding further, it was decided to examine the fairness of the inquiry. The parties submitted their written arguments, for and against the fairness of the inquiry which are on record. I have gone through the file carefully.

There is no dispute between the parties that the workman was charge sheeted for mis-conduct on 18th July, 1996, to which he did not submit the reply, therefore, the Disciplinary Authority initiated a Departmental Inquiry against him. The Inquiry Officer held the workman guilty of mis-conduct and the Disciplinary Authority, on the basis of the finding of the inquiry, issued a show cause notice to the workman proposing the punishment for his misconduct. After affording the workman opportunity to explain his position and after due considerations of the contentions raised by him on writing and during personal hearing, the Disciplinary Authority did not agree with him and confirmed the tentative decision, arrived at by him and awarded the punishment of removal from service to the workman. The workman approached the appellate authority, by way of appeal, but his appeal was also dismissed. As a result of the demand notice, submitted by the workman, the present reference has been made to this Tribunal by the appropriate Govt.

Before I approach to examine the submission made by the workman it would be useful to refer to the charge levelled against the workman on 18th July, 1996. There were four charges levelled against him such as that on 21st Feb., 1995 he accepted Rs. 500 from Shri N.K Jain, SB Account No. 54380 and made a superfluous Credit entry but did not deposit the amount in the chest of the Bank, on 10th April, 1995 he received Rs. 1000 from Mahavir Prashad, SB Account No. 44/47051 and made the entry in the ledger sheet of the Bank but did not support it with a voucher and later on deleted the entry under his own signatures. On 21st April, 1995 he received Rs. 500 from Ram Dhani, SB Account No. 48961, but did not deposit the amount and later on deleted the entry and on 17th April, 1995 and 8th May, 1995, he received Rs. 400 and 200 respectively from Dev Raj, SB Account NO. 3/44185, issued receipt for the amount, but did not enter the same in the teller register scroll. It was further alleged that the workman did not reply to the notice issued by the authorities of the Bank in regard

to these lapses. In the circumstance the Management held inquiry against the workman, the charges were proved in the inquiry and so the workman was awarded the punishment of dismissal from service. With regard to the fairness of the inquiry it is claimed by the workman that the same is defective, therefore, the order of removal based thereon is required to be set aside. According to him the Management did not examine any depositor in support of the allegations, therefore, the findings of the inquiry was defective. According to him the workman had a right to cross examine those depositors and the Management having denied this right to him did not act fairly. As such the findings based on that inquiry was bad in law.

The report of the inquiry is on record. A perusal of it shows that the Inquiry Officer considered each article of charge against the workman separately. With regard to the charge of having received Rs.500 by the workman from Shri N.K Jain holding Account No. SB 54380, it was noticed by the inquiry officer that the workman had made two credits of Rs. 500/- each in the Ledger Sheet on 21st Feb., 1995, but no supporting voucher for the same were prepared. Those credits were also not entered in the Bank's Scroll. Shri S.K Anand, the witness of the Management who was then the Deputy Manager at Hissar Branch, stated at the two entries were initiated by the workman and the final balance was also certified by him as correct balance. This fact was also certified by O.P Madan, PW who was the incharge of the SB Account who stated that the cuttings were made by the workman. The witnesses of the Management also proved that in regard to those cutting a letter was issued to the workman by the Chief Manager, Hissar on 7th August, 1995. The Management produced Sh. S.K Anand as witness who in his statement admitted that it was Mr. M.S Mehra who had made the cuttings in the entries relating to the account of Shri N.K Jain on 21st Feb., 1995 and in relation to the entries of Rs.1000/- in the account of Shri Mahavir Prashad, Account No. 44/47051 on 10th April, 1995. This statement was made by Shri S. K. Anand in presence of the workman and the defence representative, who put the witness a number of questions but could not dislodge the claim of the Management that the two entries made in the Account of Shri N.K Jain relating to Rs. 500 on 21st Feb., 1995 were made and initialed by Shri M.S Mehra, the workman. The workman neither alleged nor proved as to why the witness spoke against him. Even no suggestion was put by him in this regard.

The next charge against the workman was with regard to the entries made on 10th April, 1995 in the Account of Shri Mahavir Prashad, holding SB Account No. 44/47051. The Management produced the witnesses S/Shri S.K. Anand and O.P. Madan. Shri O.P. Madan deposed that from June, 1994 to June, 1997 he had served in the Hissar Branch of the Bank in the PBD Division; that the entry dated 21st Feb., 1995 in the SB Account No. 54380 relating to Shri N.K. Jain was made by the workman and the same was also signed by the workman. Regarding other entries

of Rs. 1000 in the account of Mahavir Prashad holding Account no.44/47051, he stated that the entry dated 10th April, 1995, was also made by the workman teller, who had initiated the cutting made in the entry. This witness was also cross examined by the defence representative at length but nothing could be found to suggest that the entries made in the account of Shri Mahavir Prashad were not that of the workman. Both Mr. S.K Anand and O.P Madan admitted that no depositor had come to make a complaint about the entries in their account. Thus the question of calling to those account holders as witness was not necessary and making of false entries was proved by the witnesses who were colleagues of the workman and were posted in the same Branch and were the relevant authorities to speak about the entries. During the course of cross-examination the defence representative could not prove nor even could suggest as to why Shri O.P Madan and S.K Anand spoke against the workman.

Regarding charge No. 3 it was stated by the witnesses of the Management namely S.K Anand and O.P. Madan that the entry of Rs.500/- was recorded in the account of Shri Ram Dhani holding SB Account No. 48961/50 and then it was deleted. The cutting and the closing balance was initiated by the workman. These witnesses were also cross examined by the defence representative of the workman. He put the questions about the procedure for making of payment after authentication of the last balance and following of the bank's instructions. However, he did not put any specific question about the entries made in the account of Ram Dhani, more specifically the entry of Rs. 500/-. Thus the workman failed to show as to why the witness spoke against the workman even when he was the colleague of the witness. Regarding Charge No. 4, the Management produced Shri V. K Ashdir, the Bank employee as a witness who claimed that the Bank had received a complaint from Shri Dev Raj, holder of Account No.32/44815 that he had deposited amount of Rs. 400 and 200/- at two occasions by handing over the money to the workman, but the amount was not credited in his account. The complaint was given to him for verification, by the Branch Manager. The complaint was supported by the photo copies of the receipts. The workman was asked to explain the same but he did not give any reply and later on the Bank received an application from the complainant withdrawing his complaint stating that the workman has paid him the money back, therefore, he withdraws the complaint. The defence representative cross examined the witness but he could not establish that no such complaint was ever made or that Shri Dev Raj did not hold such an account; and that he had never made a complaint.

It is true that the Management did not produce the depositor's as witnesses in the case and as it has come on record that though one of the depositor Dev Raj made a complaint in writing against the workman but later on he withdrew the same on the ground that the workman has paid him the money back, which he had given to him to deposit in his account. In such circumstances the

Management rightly opted not to examine the depositors as witnesses when the record of Bank proved the charges made against the workman. As regards the other three charges the entries made but later on deleted. The record of the Bank is there and it is also not denied that the workman was the concerned person who had made those entries. In such circumstances it was the duty of the workman to have explained as to how those entries were made and then deleted. The inquiry held by the management was not a criminal trial where it was the duty of the management to have proved the guilt of the delinquent officer beyond the reasonable doubt. Hon'ble Supreme Court of India in the case of State of Tamilnadu V/s S. Subramaniyam has laid down as under :

"It is also the exclusive domain of the Disciplinary Authority to consider the evidence on record and record findings whether the charge has been proved or not. It is equally settled law that technical rule of evidence has no application for the disciplinary proceedings and authority is to consider the material on record. In judicial review, it is settled law that the court or the Tribunal has no power to trench on the jurisdiction to appreciate the evidence and to arrive at its own conclusion."

In view of the law laid down by the Supreme Court the jurisdiction of this Tribunal is, therefore, not to reappreciate the evidence produced in the domestic inquiry. The jurisdiction of this Tribunal is only to see whether the inquiry officer had conducted the inquiry fairly and properly; whether the workman was provided with the charge sheet, the opportunity to defend himself. He was provided with the opportunity to produce the evidence, allowed to cross examine the witnesses of the Management and put up his case before the inquiry officer. The workman should not have the grievance that he was not provided with an opportunity to put up his case before the inquiry officer, Disciplinary Authority and the Appellate Authority. There is also no weight in the submissions of the workman that the Management only relied upon the statements of its witnesses and did not examine the depositors. In this regard I am supported by the judgement of Madras High Court in the case of A. Baliahdavid V/s Regional Manager Central Bank of India and others reported as 2001 Labour Industrial Cases 267I where the Lordship have held as under:

"Industrial Dispute Act (14 of 1947) Sch. 3 item 1- Shastri Award para 556 Desai Award Para 17.14 Disciplinary inquiry bank employees a head Cashier- alleged to have committed fraudulent manipulation and falsification of record- defalcated large amount-conclusion arrived at by the Disciplinary Authority cannot be interfered with on ground that Management relied on its own witnesses without examining single account holder as witness in proof of charges and that Management has arrived at pre-determined conclusion etc."

I have also considered the question of the punishment awarded to the workman. In my opinion the

punishment was not disproportionate to the misconduct of the workman. No financial institution can afford to retain an employee who shatters the trust of the depositor. It is the hard money of the people which they save with difficulty and want to keep in safe custody, for their odd times, but when the person who is entrusted with the money, plays with it in the manner it is alleged and proved in this case, who will come to the Bank to keep his money. Thus the punishment awarded is not disproportionate.

After going through all the evidence placed on record and the submissions made by the Counsel for the parties I have come to the conclusion that the inquiry held against the workman was fair and proper, therefore, the workman is not entitled to any relief. The reference made by the appropriate Government is answered in these terms that the action of the Assistant General Management SBI Zonal Office Chandigarh in removing Shri M. S. Mehra, SB1 Hissar/Haryana from Bank service w.e.f. 2nd Dec., 1999, after imposing the penalty of dismissal on him was justified and the workman is not entitled to any relief. The award is passed. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer,

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5049.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 703/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/95/1996-आई आर (बी-1)]

भैजय कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5049.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 703/2005 of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 9-12-2006.

[No. L-12012/95/1996-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : SHRI KULDIP SINGH.

CASE NO. I.D. No 703/2005

Registered on 25-8-2005

Date of Decision 10-11-2006.

ASSISTANT GENERAL SECRETARY (H.Q.) STATE BANK OF INDIA BUILDING LOCAL HEAD OFFICE, SECTOR-17, CHANDIGARH

...PETITIONER

Versus

ASSISTANT GENERAL MANAGER, STATE BANK OF INDIA, REGION-I, ZONAL OFFICE, SHIMLA (H.P.)

...RESPONDENT

APPEARANCE

For the Workman : Shri O.P. Batra AR

For the Management : Sh. S.K. Gupta, Advocate.

AWARD

The Govt. of India vide their notification No. L-12012/95/1996 dated 28th Jan., 1997 referred the following matter for the adjudication of this Tribunal :—

“Whether the action of the Management of State Bank of India represented through Assistant General Manager, Region-I, Zonal Office, H.P Shimla, in terminating the services of Shri. C.P. Mehta a temporary employee w.e.f. 25th March, 1974 and subsequently not calling him for special test for absorption of such temporary employees, Held on 22nd July, 1979, 25th May, 1980 and 3rd October, 1982 is just and legal? If not to what relief the workman Shri C.P. Mehta is entitled to and from which date?”

The reference was registered for consideration and notices were issued to the parties to appear and state their cases. The parties appeared through their Counsel/representatives. The workman filed his Claim Petition, rejoinder and the affidavit in support of his pleadings. Management filed reply to the claim of the workman, as made out by him his statement of claim and rejoinder. They supported the case of the Management with the affidavit of their Assistant General Manager, S. S. Rawat. They placed on record documents including settlement deal dated 17th Nov., 1987, entered into between the State Bank of India and workmen employed in the State Bank of India represented by All India State Bank of India Staff Federation, and an agreement dated 22nd August, 1997. They also placed on record the affidavit of one Anil Kumar Aggarwal, the Desk Officer of the Management. The workman appeared as a witness and the Management produced Shri S.S. Rawat as their witness.

The claim of the workman is that he was appointed as a Clerk in the State Bank of India and he had joined in the Talwandi Branch, in the State of Punjab: that earlier, he was appointed in June, 1973 as a Temporary Clerk and was posted in the Ferozepur City Branch of the Management Bank and his services were terminated on 15th March,

1974 without any notice, although he had served the Management for 282 days, 12 months preceding the date of his termination. That he had been appointed against the permanent post; that later on the Management held test for the temporary employees before 13th April, 1989; that the workman was not called for that nor he was appointed till 4th Jan., 1990 whereas his juniors were appointed. The Management also did not pay him the back wages in terms of the agreement arrived at between the Management and the staff Federation of the SB. Thus the action of the Management was bad in law, illegal and unjustified. He prayed for setting aside the verbal orders of termination passed against the workman and for a direction to the Management to reinstate him in service and also pay him the back wages for the period 26th March, 1974 to 3rd Jan., 1990.

The Management has opposed the claim of the workman by raising preliminary objections besides submitting their reply to the paras of the Claim Petition. It is their case that the claim of the workman is extremely belated, therefore, not maintainable. Moreover, as per the agreement dated 17th November, 1987, the Management had to provide a chance to the ex-temporary clerks of the Bank, but there was no stipulation of making them payment of back wages. The retrenchment of the workman took place in the year 1974 and the workman did not challenge his termination till the present reference, therefore, his claim is belated. The association which had raised the present controversy is affiliated to All India State Bank of India Staff Federation. Therefore, they are also bound by the settlement and in view of that their claim for back wages is not justified. Admitting the contents of para 1 and 2 of the Claim Petition, it is stated by them that the workman was engaged to meet the adhoc requirement of the Bank; that the workman, in view of the agreement was called for special test and was appointed as a Clerk in the Bank on 4th November, 1990. The Union having entered into an agreement cannot now raise the claim for back wages; that since the engagement of the workman was adhoc, therefore, neither the order of appointment nor termination was issued. The workman kept mum for 19 years and now he cannot raise his claim. Therefore, the same may be rejected.

In the rejoinder the workman submitted that the delay was rather on the part of the Management since they did not call the workman for interview. The workman repeatedly approached the Management but without any result, therefore, he raised the demand notice; that the claim made by the Management in other paras, except those admitted by them, are wrong.

In his statement before this Court the workman proved his affidavit and stated that he was engaged in the Bank on 1st June, 1973 and he had served the Management upto 25th March, 1974, when his services were terminated; that he had made representation against his termination, but he did not possess the copies thereof nor he remembers the dates on which the presentations were made. He had, however, issued the demand notice. He

denied that he was given opportunity to appear in the test, afresh, as per the agreement dated 17th November, 1987. He admitted that his appointment made on 4th Jan., 1990 was a fresh appointment, on the basis of the settlement and he is working in view of that appointment.

The witness of the Management proved his affidavit Ex-M-1 and the documents Ex-M-2 and stated that the workman had served the Management from 1st June, 1973 till 25th March, 1974, on different occasions and had completed the service of 240 days in the last preceding years. He could not say that the Bank had held test on 22nd July, 1975, 25th May, 1980 and 3rd October, 1982, for temporary employees. He also could not say that the workman was called for test on those dates. He also admitted not to have granted the status of temporary employees engaged on different dates, but admitted that the workman was not given the compensation at the time of termination of his services. According to him the workman was again appointed on 4th Jan., 1990, in view of the agreement dated 17th Nov., 1987. He could also not say whether the juniors of the workman were engaged. He offered to produce the office record of the Management.

The admitted case of the parties is that the workman was engaged as temporary employee on 1st June, 1973 and he served the Management till 25th April, 1974. He was again appointed on 4th Jan., 1990 and is working with the Management.

The claim of the workman is that the Management has not followed the provisions of Section 25-F, G & H of the Industrial Dispute Act, therefore, the termination of the workman is bad in law. Mr. S.S Rawat who appeared as a witness for the Management before this Tribunal admitted that the workman had completed the service of 240 days on the day his services were terminated by the management on 25th March, 1974. He further admitted that no compensation was paid to the workman but later on added that he cannot say so with certainty without confirming it. The Management neither produced any other witness to admit or deny the payment of compensation or notice wages to the workman at the time of termination of his services on 25th March, 1974. Thus there is no rebuttal to the claim of the workman that the Management had not given him the notice before terminating his services nor paid him the retrenchment compensation. As such the termination of the workman is bad in law and the same be quashed.

Against this claim of the workman the submission of the management is that the claim of the workman cannot be allowed for the reason that he has raised the claim after a period of 19 years and by his own conduct he exhibited that he had abandoned his claim, therefore, he kept silent. There is no dispute that the workman had submitted the demand notice on 11th March, 1993 whereas his services were terminated on 25th March, 1974. It is also admitted case of the parties that the workman was appointed afresh on 4th Jan., 1990 and even thereafter he took 3 years to raise the demand for his past termination which the law

does not allow. I find sufficient weight in this submission of the Management.

Hon'ble Supreme Court of India and the High Court of Punjab and Haryana in numerous judgement have denied the relief to the workman on the grounds of delay in raising the claim. In the case of Nedungadi Bank Ltd. V/s K.P. Madhavan Putty and others, reported as 2000(1) 388, Hon'ble Supreme Court held that the workman was not entitled to get his claim referred for adjudication, after having slept over the same for 7 years of his dismissal. Their Lordship noted that though no period of limitation is prescribed for referring the matter for adjudication but according to them reasonable time should be taken to raise the dispute and not so long as a period of seven years. In the present case the workman has raised the dispute after 19 years of his dismissal which shows that he had abandoned the claim and was satisfied with his plight especially when he was reappointed by the Management. In the case of General Manager Punjab Roadways and another V/s Enamual and another, reported as 1995(3) RJS 492, their Lordship of Punjab and Haryana High Court, in a Division Bench Judgement held that where the workman did not raise his claim for four and half years, he was not entitled to back wages. Same view was held by the Same High Court in the case reported as 1997 (2) RSJ Page 746. In the case of General Manager Punjab Roadways Nawanshahar V/s Sarsandan Kumar and others, reported as 1997(2) RSJ 576, their Lordship of Punjab & Haryana High Court held that since the workman kept quite for five years without any reason and explanation of delay his silence amounted to abandonment of his claim. Their Lordship relied upon the judgement in the case of Sarhind Cooperative Marketing-Cum-Processing Society Ltd. V/s Presiding Officer, Labour Court and others, reported as 1991 (2) SLR 487 wherein their Lordships held as under:

"if the workman had felt that the order of termination of his services was illegal, as no procedure at all was followed, he could have come up with a demand notice within some reasonable time. It is true that there is no limitation prescribed for raising dispute to Industrial Tribunal or Labour Court but it would be only then reasonable that the dispute should be referred as soon as possible and after conciliation proceedings have failed. To reopen the matter after such a long time and that too without giving any explanation of delay would be too iniquitous and had a great disadvantage of the Management."

The next plea of the workman is that the Management had not called him for special test held by them on 22nd July, 1979, 25th May, 1980 and 3rd October, 1982. He has however failed to show that as to how the Management was under an obligation to call him for such an interview without showing that the Management had provided that opportunity to his juniors or had made fresh recruitments without providing an opportunity to the workman to be considered for the same. In his statement he denied that

his appointment on 4th Jan., 1990 was as a result of the opportunity given to him by the Management to appear in the test, but he then how he got fresh appointment on 4th Jan., 1990. Later on he admitted that the fresh appointments was on the basis of fresh test. Thus he contradicted that he was not given opportunity to compete for reappointment. He has thus failed to prove that the Management had not followed the provision of the law by not providing him the opportunity to compete for fresh appointment. Therefore, the claim of the workman is rejected. Also for the reason of delay in raising the dispute and for the reason that there was no settlement between the Trade Unions of the employees and the management till 17th November, 1987.

In view of the discussion made above the reference made by the appropriate Govt. is answered in the terms that the workman is not entitled to any relief as he did not raise his claim in time and by his conduct he exhibited that he has abandoned the claim. The award is passed in these terms Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2006

का.आ 5050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण II, चंडीगढ़ के पंचाट (संदर्भ संख्या 134/2के5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/23/95-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5050.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 134/2 K 5) of the Central Government Industrial Tribunal/Labour Court- II, Chandigarh now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Jammu Rural Bank and their workman, which was received by the Central Government on 4-12-2006.

[No. L-12011/23/95-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH,

PRESIDING OFFICER : SHRI KULDIPSINGH

CASE NO. LD. No 134/2k5

Registered on 13-02-97

Date of Decision 20-11-2006.

**CHAIRMAN, JAMMU RURAL BANK,
TOWN HALL BUILDING, JAMMU**

....Petitioner

Versus

**GENERAL SECRETARY, JRB EMPLOYEES
ASSOCIATION, WW-2166, MAST GARH, JAMMU**

....Respondent

APPEARANCE:

For the Workman : Shri Suresh Bhan AR
For the Management : Sh. Virender Kotwall AR

AWARD

The following reference was received from the Govt. of India *Vide* their order No.L-120 11/23/95-IR (B-I) dated 7th Feb, 1997 :—

“ Whether workmen of sponsored Banks are entitled to conditions of service available to workmen in sponsoring Banks? If so, are the workmen of Jammu Rural Bank entitled for payment of Special Area Allowance at places where it is being paid by the sponsoring Bank to its workmen? ”

On getting the notice of the reference the parties appeared through different representatives duly authorized. They filed pleadings in the shape of statement of claim, written statement, affidavit of the representative of the workman and that of the representative of the Management. They also placed on record the photo copies of a number of documents. Representative of the workmen Suresh Bhan and Shri K. N Sher, Chairman of the Management Bank also appeared as witnesses.

The claim of the workman, as made out by their claim statement is that in view of the award passed by the Justice Abul Reddy, Chairman, National Industrial Tribunal the services of the Rural Banks were equated with that of the sponsoring Banks, therefore, all the benefits extended to the sponsoring Banks were extended to the employees of the Rural Bank; that in the year 1993 the workers demanded the payment of Special Area Allowance/Border Area Allowance, to its members and they also produced the certificates from the competent Revenue Officers showing the Branches of the Management Bank located within specified distance from the Actual Line of Control. The Management issued instructions to the payment of Special Area Allowance as mentioned in 4th and 5th Bi-partite settlement; that as per the Bi-partite settlements the employees of the Management Bank were entitled to the payment of Special Area Allowance where the State Government was paying the Special Area Allowance to its employees i.e within 8 kms. from the Actual Line of Control; that the Management

is denying the payment of Special Area Allowance to its employees on the ground that the area do not fall within the Actual Line of Control; that the Jammu and Kashmir Bank is a sponsoring Bank of the Jammu Rural Bank, therefore, the employees of the Jammu Rural Bank are entitled to all the benefits paid to employees of J & K Bank but are being denied to them. The workers have prayed that the Management be directed to extend the Special Area Allowance benefit to the staff of Jammu Rural Bank posted within 8kms from the border in the Jammu, Kathua, District.

The claim has been opposed by the Management raising preliminary objections to the maintainability of reference and also by contradicting the grounds taken by the workmen in their statement of claim. It is their case that the workmen are not entitled to Special Area Allowance as per the letter of Govt. of India, bearing no. 11-3/90-RRB(I) dated 22nd Feb., 1991. As per the memorandum of settlement dated 16th July, 1991, Special Area Allowance was available in the area not included in para 1 to 6 of the letter but were within the 8 kms within the Actual Line of Control. Thus the Branches which were not within a distance of 8 kms from the Actual Line of Control are the places which are not specified even by the State Govt. to provide Special Area Allowance to their own employees. Since the areas for which the workmen are claiming Special Border Area allowance are not included, therefore, in the order of State Government to provide SAA to its employees the Special Area Allowance hereinafter to be referred as 'SAA' is not admissible to the workmen in the face of memorandum of settlement dated 16th July, 1991. The places where the SAA is being claimed are on the International Border, a fact which was certified by a Deputy Commissioner, Kathua and Assistant Commissioner, Jammu. In view of that the employees of the management Bank, posted within 8 kms. from the International Borders are not entitled to SAA. Village Pargawal having not been included in the list supplied by the Assistant Commissioner, Jammu although it was part of Tehsil Akhnoor the employees posted there are also not entitled to SAA.

The claim of the Management further is that, before all the recommendations of the settlements between the workers and the Management, could be implemented, there came another understanding by which it was directed that SAA be paid to the officer/employees at the rate of 300/- upto the scale of 3000/and 375 above the salary of Rs. 3001. On ground reality, the places at which the SAA is claimed by the workmen do not fall within 8 kms. of line of actual control and when the Govt. itself is not paying SAA to its employees, the workmen are not entitled for such a relief. The sponsoring Bank of the petitioner is also not paying SAA to its employees, at those places, therefore, also the workmen are not entitled for the same. This fact is duly supported by the Judgement of the Hon'ble High Court passed in SWP No.319 of 1995 decided on 29th July, 1999.

On merit it is the claim of the Management that they are the creation of RRB Act, 1976 and the pay scale and other allowances of the employees are governed by the award dated 30th April, 1990, passed by the National Industrial Tribunal and the guidelines of the NBARD. Admitting that the sponsoring Bank had released Border Area Allowance to its employees, but inadvertently and the same was withdrawn. The policy was also to keep parity of pay and allowances among employees of all the Banks. Claiming that the workmen have produced their own certificates it is stated by the management that the list of villages where the border allowance is being paid has been prepared wrongly. The sponsoring Bank i.e J and K Bank is also following those guidelines with regard to the payment of SAA. Even otherwise the places mentioned within District Kathua and Jammu except Khaur and Planwala do not qualify for payment of SAA. They have further claimed that terms and conditions of service as applicable to J & K Bank, are not the same in other Banks. Regarding the contents of paras 6, 7 and 8, the contents of which are denied by the Management it is stated by them that the Basic requirement is the existence of particular place within the specified distance from the Actual Line Control and not the International Borders. The Management has also relied upon the judgements of J & K High Court (Supra) decided on 29th July, 1999 and stated that the claim made is without any merit and the same is dismissed.

Before we approach to examine the documents produced by the parties it would be useful to keep in mind what the representative of the workman stated on oath. He proved his affidavit WW 1 and stated that he has not been able to get hold of any proof to claim that the Central Bank of India, R. S. Pura is paying SAA to its employees. Admitting the applicability of Bi-Partite Settlements and Shastri Award, it is stated by him that the workmen are also governed by the service rules of the Bank. He admitted that J & K is not paying SAA to its employees and that J&K Bank is the sponsoring Bank of the Management Bank. The Management produced their Chairman-cum-Managing Director, who proved his affidavits Exhibit MW 1 and stated that the documents placed on record by him and exhibited as MW 1/1 to MW 1/15 are correct. The workmen were given chance to cross examine him, but they did not put any question to him.

It is the admitted case of the parties that some of the employees of the management Bank approached the Hon'ble High Court of J&K, by a writ registered as SWP No. 319, which was decided of 29th July, 1999. Hon'ble High Court held that as per the certificate issued by the Divisional Commissioner, Jammu the petitioners were not working at places within 8 kms from the line of actual control and on those places even the govt. of J & K was not paying such an allowance to its employees. The Court categorically stated that Jammu District do not fall in the area where the special allowance was paid to the employees. His lordship further noted

that in a meeting with the RBI the Chairman of the Management Bank stated that he has withdrawn the allowance which was being paid to its employees. Thus it is clear that neither the State Govt. nor the sponsoring Bank of the Management Bank was paying SAA to its employees at the places where the workmen were posted. In view of the award of the National Industrial Tribunal, the Rural Bank employees could be entitled to the benefits which were paid to the employees of the sponsoring Bank i.e J & K Bank and not otherwise. The petitioners have failed to show that the J & K Bank was paying SAA to its employees at the places where the petitioners were working or any of the member of their association and employee of the Management Bank was working. On no account the workmen can claim that they are entitled for SAA. The witness of the workmen admitted that he has not been able to collect any evidence to show that the other Banks were paying SAA to its employees in the areas where the members of the petitioner's Union were working. Even if the workmen could find such an evidence, in my opinion, that could not give any reason to the workman to claim SAA on that spot for the simple reasons that in view of the award of National Industrial Tribunal they were at the best entitled to the benefits which the employees of their sponsoring Bank were getting and nothing less nothing more.

In view of the discussion made above the reference is answered against the workman holding that the workmen of Jammu Rural Bank have failed to show that they are entitled to SAA at places claimed by them since their sponsoring was also not paying the SAA to its employees at those places. The reference is answered against them. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2006

क्र.अ. 5051.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधतंत्र के संबद्ध नियमों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, चंडीगढ़ के पंचाट (सदर्भ संख्या 701/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[स. एल-12012/347/97-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5051.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 701/2005) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in

the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman which was received by the Central Government on 4-12-2006.

[No. L-12012/347/97-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

SHRI KULDIP SINGH, Presiding Officer

Case No. I.D. No. 701/2005.

Registered on 25-8-2005

Date of Decision 6-11-2006

Rajinder Kumar
C/o Shri H. C Arora,
House No. 2299, Sector-44-C,
Chandigarh

...Petitioner

Versus

The Regional Manager-I (B),
State Bank of Patiala,
Regional Office-I, Bhatinda

...Respondent

APPEARANCE

For the Workman : Shri H.C. Arora & Others
Advocate

For the Management : Mr. N.K. Zakhami Advocate

AWARD

The following reference was received from the Government of India *vide* their No. L-12012/347/97-IR (B-I) dated 10th August, 1998 :—

“Whether the action of the Regional Manager-I(B), State Bank of Patiala, Bhatinda in awarding punishment of dismissal from services w.e.f. 22-9-94 to Shri Rajinder Kumar is just and legal. If not, to what relief he is entitled and from what date?”

After the notice of the reference was received by the parties they appeared through their Counsel. The workman filed his Claim Petition and the management reply thereto. The workman then filed the rejoinder and also his affidavit. The Management also filed the affidavit of their witness Dev Raj Sharma, Branch Manager. They also placed on record the photo copies of the charge sheet, finding of the inquiry besides the copy of the appeal filed by the workman and that of order of Zonal Officer. They also placed on record the photo copies of inquiry proceedings. Since the Management had taken the plea that it was a case of Departmental Inquiry held against the workman under the statutory standing orders, therefore, the case may be decided on the basis of the inquiry proceedings. On the other hand, the workman alleged that the Management had not held a fair and proper inquiry in the matter, therefore,

the punishment based thereon was bad besides being disproportionate to the alleged mis-conduct. The proceedings were held in violation of the principles of natural justice and the certified standing orders, therefore, the punishment awarded to the workman may be quashed and he may be reinstated in service with all consequential benefits including continuity in service. It is in these circumstances that the question of fairness of inquiry has been taken up for consideration.

I have gone through the file and have also considered the submissions made by the parties.

Before I approach to examine the claim of the workman, it would be useful to recount, in brief, the facts leading to the present controversy. As per record the workman was charge sheeted on 22nd September, 1993, when he was posted as Deputy Head Cashier in Budhlada Branch of the Management Bank, with the allegation that an amount of Rs. 52,200 was found short in his cash balance on 10th June, 1993, which he had embezzled for his advantage. It was further alleged that he had left the Branch alongwith his brother at 10.30 A.M. and paid to him Rs. 30,000 Besides he paid Rs. 13,000 to the persons named in the charge sheet, from the cash of the Management Bank and thereby embezzled an amount of Rs.52,200. The workman denied the allegation by his reply dated 5th Sep., 1994. The Disciplinary Authority examined the reply and did not feel satisfied with the reply filed by them. Therefore, it decided to hold an inquiry against the workman. The Disciplinary Authority appointed Shri K.G Verma as Inquiry Officer and Shri K.K Mittal as the Presenting Officer. The workman appeared in the inquiry alongwith Ashwani Sharma, his defence representative and after the conclusions of the inquiry, the inquiry officer found the charges leveled against the workman proved. The Disciplinary Authority examined the inquiry report and proposed the imposition of penalty of dismissal from service on the workman and asked him to show cause as to why the proposed penalty be not imposed. The workman submitted the reply to the show cause notice and after examining the same the Disciplinary Authority did not feel satisfied with the reply and imposed the penalty of dismissal from service on the workman. The workman filed the appeal before the Zonal Manager, who, after due consideration of submissions made by the workman and after the perusal of the record did not find the appeal worthy of any merit and dismissed the same.

It is the admitted case of the parties that in this case the services of the workman were terminated after holding a departmental inquiry. Domestic inquiry in Industrial cases has required great significance and Industrial adjudication attaches considerable importance to such inquiries. The Hon'ble Supreme Court in the cases reported as (1963) 2LLJ 452 and (1965)2LLJ 102, has acknowledged the importance of the Departmental Inquiry. Therefore, the importance of the Departmental Inquiry cannot be over

looked. There are no two opinions that the domestic inquiry is not an empty formality, but an essential condition to the legality of the Disciplinary order. In other words before the delinquent workman can be dismissed for mis-conduct, the employer should hold a fair and regular inquiry into the mis-conduct and dismissal without holding a regular inquiry would be illegality.

Hon'ble High Court of Karnataka in the case of G.R Vanketehswara V/s. Karnataka State Road Transport Corporation (1995) 1 LLJ 1011 laid down the following requirement of reasonable procedure which should be followed while holding the domestic inquiry against a delinquent official. Their Lordship laid down the following requirements:

- (a) the employee shall be informed of the exact charges which he is called upon to meet;
- (b) he should be given an opportunity to explain any material relied on by the Management to prove the charges;
- (c) the evidence of the management witnesses should be recorded in the presence of the delinquent employee and he should be given an opportunity to cross-examine such witnesses;
- (d) the delinquent employee shall either be furnished with copies of the documents relied on by the management or be permitted to have adequate inspection of the documents relied on by the management;
- (e) the delinquent employee should be given the opportunity to produce relevant evidence both documentary and oral which include the right to examine self and other witnesses and to call for relevant and material documents in the custody of the employer;
- (f) whenever the inquiring authority is different from disciplinary authority, the delinquent employee shall be furnished with a copy of the inquiry report and be permitted to make a presentation to the disciplinary authority against the findings recorded in the inquiry report.

Keeping all these considerations in mind I proceed to examine whether the Management had held a fair and proper inquiry in the case or not. It has also to be kept in mind that this Tribunal is not sitting in appeal against the orders of the Disciplinary Authority and Appellate Authority in this case. It has only to see whether the Inquiry Officer had informed the workman about the exact charges against him, whether he was given full opportunity to explain the material produced against him by the Management, whether the evidence was recorded in his presence or at least in the presence of his representative and he got full opportunity to cross-examine the witnesses

of the Management; whether he was provided with the copy of all the documents relied upon by the Management and was further given the permission to inspect all the documents which he desired to examine; whether the workman was given full opportunity to produce his evidence, both documentary and oral, including his option to appear as a witness. Whether he was further given the assistance, to summon any other witness, to produce any other documents and whether the disciplinary authority was different from the Inquiry Officer and whether the workman was provided with the copy of the enquiry report and was permitted to make a representation against the findings, recorded.

Coming to the claim of the workman, as made out by him, in his written arguments, it is the case of the workman that the Management had prepared the inventory of the cash in the absence of the workman and he was not provided with an opportunity to cross-examine the authors/signatory of the inventory. If we turn to the inquiry proceedings, the workman in reply to the show cause notice admitted that there occurred a shortage of Rs. 52,200 in the counter which he was manning. The explanation given by him was that the cash was counted in his absence as he had become unconscious while on duty. He further admitted that his brother Dinesh Kumar might have arranged the shortage on 19th June, 1993, after arranging the money from friends and relatives. However, he stated nothing about his having acknowledged his presence in the inquiry proceedings on 17th May, 1994.

A perusal of the inquiry proceedings further show that the workman, after lunch hours stated before the inquiry officer that he admits the charges levelled against him in the charge sheet dated 22nd Sept., 1993. As per the notings of the proceedings, which are signed by the inquiry officer, the presenting officer and the authorized representative of the workman. The workman had admitted the charges voluntarily, categorically and specifically. There is no doubt that the workman even at that time gave the detail of circumstances in which the amount was deposited by his brother, Dinesh Kumar on 19th June, 1993. The Inquiry Officer, it seems honestly recorded the manner shown by the workman in which the money was collected and then deposited. He further recorded the submission of the workman that he has a clean service record of nine years; and that since the money has been deposited, therefore, the financial interest of the Management Bank has not been jeopardized; and that he is a young man of 30 years having served the Management with sincerity and devotion. He prayed for taking a lenient view by the Disciplinary Authority. It was in those circumstances that the inquiry officer did not feel necessary to proceed further to record the evidence in the case and concluded the inquiry.

It is also on record that before the confession of the workman, the inquiry officer had recorded the statements

of Ram Niwas and Vijay Pal Singh. These were two of the many employees of the Bank who had witnessed the preparation of the inventory of the workman's counter/Cabin prepared by the officials of the Bank on 18th June, 1993. Shri Ram Niwas in the examination in chief stated that after lunch hours on 18th June, 1993 after he returns from lunch he found the employee proceeded against being taken out of his cabin in an unconscious state to the cabin of the Manager. The two doctors were summoned, who advised the shifting of the workman to the hospital. He admitted to be a signatory to the detail of cash counted from the cabin of the workman, on the orders of Bank Manager, alongwith other staff members, including Ashok Kumar, Head Cashier and S.S. Saini. He further stated that he had passed the statement exhibit P/5/A/2 prepared by the EPA in his presence, in the Hospital. Similar statement was made by Shri Vijay Pal Singh, Assistant Manager on 18th April, 1994 when the workman was also present in the inquiry. Shri Vijay Pal Singh also proved Exhibit P/7. It is true that the workman though was present did not cross-examine the two witnesses examined, by the Presenting Officer on 18th April 1994. It was done despite giving sufficient time to the workman to produce his defence representative and after waiting for him for reasonable time. The Defence representative did not turn up despite his commitment. It was in these circumstances that the examination- in-Chief of the witnesses of the Management was recorded.

It is recorded in the proceedings that on 17th May, 1994 the EPA (Employee proceeded against) claimed himself to be a lay man, not conversant with the procedure of Inquiry and he was forced to sit in the inquiry on 18th April, 1994. He lodged his protest against the proceedings of that day. The Inquiry Officer however recorded that the workman was not forced to sit in the inquiry proceedings on the alleged day rather it was with his consent that the examination chief of the witnesses was recorded and the right of cross-examination was reserved for the defence. The EPA was provided with the copy of Exhibit P/4, produced by the Presenting Officer. He was also provided with the documents he desired and referred to in the proceedings of 22nd Feb., 1994. Thereafter the proceedings were adjourned till after the lunch break. It is already recorded that after the lunch break the workman alongwith his defence representative was present in the proceedings and it was then that he made the confessional statement, by which he admitted all the charge framed against him on 22nd Sept., 1992 without any reservation. What sought of statement he made and what was his prayer was also recorded by the Inquiry Officer and to my mind very honestly, therefore, I do not find any merit in the submission of the workman that the inventory made by the official of the management was defective and, therefore, should not have been relied upon by the Inquiry Officer in holding him guilty. It is also incorrect to suggest that the workman was not provided with the opportunity to cross-examine

the author/signatories to the inventory as both the witness examined made the statement, proving the correctness of the inquiry but the workman did not cross-examine them. The Inquiry Officer still reserved the right to cross-examination, of the workman of those two witnesses. On the day he was to cross-examine them, he voluntarily made the statement admitting the charges unconditionally and it was in those circumstances that he inquiry officer concluded the proceedings.

The law is well settled that where the workman admits his guilt at any stage of the proceedings, there remains nothing more for the management to inquire against him and in that case the holding of further inquiry in the matter is a mere empty formality. A misconduct owned and admitted by a delinquent workman is an anti-thesis of violation of principles of natural justice or victimization as understood in the Industrial law as the question of prejudice does not arise under such circumstances. In this regard the reference can be made to the judgements reported as 1986 LAB.IC1LLJ, 1981 LAB.I.C557(1967) 2LLJ 739.

I do not find any merit in the submission of the workman that the Inquiry Officer should not have acted upon the mere confessional statement of the workman. The law laid down by the Hon'ble Supreme Court in the case reported as (1967) 2 LLJ 452 is answer to it. The authority referred to by the workman and reported as 1985 (1) LLN 644, in the case of N.S Makwane V/s. Union of India does not hold good in the face of the law laid down by the Hon'ble Supreme Court of India in the case of (1967) 2 LLJ 452 (Supra). The reasons given by the workman are also flimsy and after thought. He did not allege in the appeal that his confessional statement was procured by the Inquiry Officer by promising him that no deterrent action would be taken against him by the Disciplinary Authority. He only alleged in the appeal that his statement was monitored by the Inquiry Officer. What he meant by monitoring is not shown. But in no case the Monitoring could mean procurement of confessional statement. The allegation of procurement of confessional statement was invented by the workman afterwards and for the first time in the proceedings before this Tribunal. It is wrong to claim by the workman that he had not admitted his guilt earlier to 17th May, 1994. Then why he took steps and made his brother to deposit the short cash by arranging the same from friends, relatives and other sources like the Financer. By his conduct also he admitted the shortage of Bank's cash and failed to explain the same.

The workman then claimed that he was administered poison by somebody due to which he became conscious and hospitalized. There has come no evidence on record that the allegation of poisoning was referred to the police and what was the result thereof. It is true that the cash was counted in the absence of the workman, but not by one or two person but a number of employees of the Bank. There has come no allegation that those who witnessed the

inventory of cash being prepared had played mischief or that the shortage of the cash was in the handling of the cash by the workman. The workman has only alleged that he was pressurized with the help of police to make good the shortage but he has produced no evidence in the inquiry in that regard. How can it be accepted that nobody had witnessed the pressure being exercised upon the workman for depositing the short cash. If none else atleast his brother could state so, but the workman did not allege this in his reply to the charge or during the inquiry proceedings and now this stand is not available allowed to him nor can be accepted for want of evidence.

The next question which comes for consideration is the imposition of the punishment on the workman. It has been proved in the inquiry that a shortage of Rs. 52,200/- was detected in the cash of the workman which he deposited later on thereby it is proved that the workman could not show as to where that money of the Bank had gone. In the absence of that it has to be taken that it was the workman who had misappropriated that money and then deposited the same. In such circumstances how an employee who plays with the trust of the depositors and that of the Management can be retained in service. In my opinion the punishment awarded was well deserved by the workman and it cannot be claimed to be disproportionate to the misconduct alleged and proved against the workman.

After going through the file carefully and after due consideration of the submissions made by the parties I am of the opinion that the action of the Regional Manager-I(B), State Bank of Patiala in awarding the punishment of dismissal w.e.f. 22-9-1994 to Shri Rajinder Kumar, is just and legal, therefore, the workman is not entitled to any relief. The award is passed and the reference is answered accordingly. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-11, चण्डीगढ़ के पंचाट (संदर्भ संख्या 444/2 के 5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/2/2001-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5052.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 444/2K5) of the Central Government Industrial Tribunal/Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman which was received by the Central Government on 4-12-2006.

[No. L-12012/2/2001-IR (B-I)]

AJAYA KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, CHANDIGARH

Presiding Officer : SHRI KULDIP SINGH

CASE NO. ID. NO. 444/2K5.

Registered on 19-8-2005

Date of Decision 21-11-2006.

Shri Suresh Kumar
C/o Shri J.N. Kapoor,
33-34, Rajouri Garden
New Delhi.

...Petitioner

Versus

The Deputy General Manager,
State Bank of India,
Zonal Office Sector-8-C,
Chandigarh.

...Respondent

APPEARANCE

For the Workman : Shri J.N. Kapoor, AR

For the Management : Sh. V.K. Sharma, AR

AWARD

The Government of India *vide* their order No. L-12012/2/2001-IR (B-I) dated 28th /30th March, 2001 referred for adjudication by this Tribunal the following dispute :—

“Whether the action of the management of State Bank of India in terminating the service of Suresh Kumar w.e.f. 10th June, 1990 is just and legal? If not, to what relief the workman is entitled?”

The notice of the reference was given to the parties who appeared through their representatives. The workman filed his Claim Petition and the management their reply thereto. The workman filed his affidavit and in rebuttal the Management filed the affidavit of Shri N.K. Girotra, Deputy Manager. They also placed on record photo copy of the absorption of temporary employees Scheme besides photo copies of the memorandum dated 9th April, 1991. The Management also placed on file the affidavit of Shri Sudhir Arora, another Deputy Manager. The workman as well as Shri N.K. Girotra came in the witness box to prove their affidavits and to answer the questions raised by the opposite side with regard to the dispute. The parties have also submitted written arguments duly supported by some

judgements of the Supreme Court, High Court of Punjab and Haryana; and that of the Industrial Tribunal, Chandigarh.

The claim of the workman, as made out by him in the statement of claim, is that he was appointed as temporary messenger on 9th Feb., 1990 against a regular and permanent vacancy at G.T. Road Panipat Branch of the Bank; that he served the Management upto 10th June, 1990, when at the close of business on that day, his services were terminated orally without any charge sheet or an inquiry. During his engagement he was not paid minimum wages. The Management also violated the provisions of Industrial Dispute Act by recruiting fresh hands in the same Branch such as Hanumant and others, whereas they did not provide opportunity to the workman to serve nor they regularized his services although he made repeated representations and there were settlements entered into between the management Bank and the SB1, Staff Federation. According to the Bi-partite settlements dated 27th October, 1988 and 9th Jan., 1990, a workman became eligible for permanent appointment after putting 30 days temporary service in a Calendar year from 1st July, 1975 to 14th August, 1991. The workman had fulfilled the requirement but he was never summoned for interview by the management whereas they absorbed all the temporary employees/daily wagers. His representation to the Branch Manager, AGM and DGM, Chandigarh also did not yield any result. Naming M/s. Hanumat, Baljit, Ram Niwas, Vijay Kumar and Ram Behl as daily wagers who were engaged after the termination of services of the workman and absorbed permanently, but the workman, who also fell in that category was denied the appointment with Malafide. The management did not consider the case of the workman even when the ALC suggested the Management to absorb the workman, during the conciliation proceedings; hence the reference. The workman in the end has prayed for declaring the action of the Management unjustified and for a directions to reinstate him in service and pay him back wages.

The claim of the workman has opposed by the management. According to them the claim made is highly belated besides the petitioner does not fall in the category of workman as he was not appointed by the management. He had only served the Management on 82 occasions between February to June 1990 as Casual Labour, as and when required. There was never an occasion for the Management to terminate his services.

On merit it is claimed by the Management that the workman was never appointed by them. He was, however engaged on adhoc basis on different dates, on a payment of Rs.20 per job from 1st Feb., to 10th June, 1990, as and when required exigency. According to them since the workman was not appointed by the management, therefore, there was no necessity to charge sheet him or to hold an inquiry against him. As the workman was engaged on a

fixed sum of Rs.20 per charge, therefore, he cannot claim the payment of less wages to him. Their further case is that as a result of settlement between the Bank and Staff Federation an advertisement was issued in the newspapers in response to which applications were received from ex-Casual Labour/temporary employees who had worked from 1st July, 1975 to 14th August, 1991, for consideration of their permanent absorption in the Bank. The petitioner did not apply for the consideration of his case like others and that gave rise to the presumption that the workman was not eligible for the post. Now he cannot raise that claim. They also disputed that the Management had engaged a person named Baljit as is claimed by the workman. Contesting the claim of the workman that the Management had violated the provisions of Section 25-H of the I.D Act, 1947 it is stated by them that since the workman had not applied for his absorption on permanent basis in the Bank, therefore, his case was not considered. Denying other claims made by the workman it is stated by the Management that the action of the Management was not as a result of unfair labour practice or victimization, as the workman himself did not come forward to make a claim so his case was not considered by the management. Therefore, he is not entitled to any relief and his claim is required to be rejected.

The workman appeared as a witness and proved his affidavit exhibit W1 as correct. In cross examination he admitted that the Management had not given him any appointment letter. He further admitted that he had made an application for appointment but he does not possess a copy thereof; and that he had worked for the Management for 200 days. On record I do not find any evidence to show that the workman had applied for absorption on permanent basis in the Management Bank. It is only his mere claim, in the affidavit, that the Management did not consider his case for permanent absorption in the Bank although he was eligible; and that the Management had permanently absorbed a number of person similarly placed like the workman, but did not consider the case of the workman.

On record there is a copy of the settlement dated 17th July, 1996 which was made between the SBI and the workers through all India State Bank of employees Staff Union. According to this settlement, a chance was to be given to eligible temporary/daily wage casual employee, in the subordinate cadre for being considered for permanent employment in the Bank. In view of the settlement, a panel was to be prepared of daily wager, Casual employees for consideration against the vacancies arisen upto December, 1994. They were to be considered for vacancies arising from Jan., 1995 to December, 1996. The panel was to lapse after December, 1996. However by subsequent conciliation proceedings, the life of the panel was extended upto March, 1997. The panel was to be drawn of temporary employees; daily wager, casual labourers on circle to circle basis. It was further decided to fill up all the vacancies till

31st March, 1997. As regards the Chandigarh Circle, the Panel was to be prepared with Delhi Circle, so as to fill up 25% of the vacancies in that circle, provided the workmen agreed to it and the remaining vacancies were to be filled up by converting the eligible non messenger staff as messenger or by open recruitment. The management then issued instructions for inviting applications and also prescribed a proforma for applying for the post. The workman has neither produced any proof nor claimed that he had applied for absorption on a prescribed proforma. He only claims that he had made numerous representations for his regularization but what could be the value of such representations if the same were not made at the relevant time when the Management had the occasion to consider his case alongwith the other candidates. Thus I do not find any evidence on record to show that the workman had applied for consideration of his case for permanent employment on prescribed proforma at a relevant. He has also failed to show that no such advertisement was issued by the Management. He also did not get the record of the Management summoned to show that he had applied for the post but was not called for an interview. Nothing could prevent the workman from summoning the person to whom he had handed over his application including the Branch Manager who was posted in the said Branch. The claim of the workman is that he had applied, but was not called for interview is afterthought, belated and not supported by any evidence. He has slept over his claim for years together. So, he cannot now raise that claim.

It is also to be noted here that all along the case of the workman is that he was not considered for empanelment whereas the reference received from the appropriate govt. is to find out whether the termination of the services of the workman by the management on 10th June, 1990 was just and legal. The workman has failed to show as to how his disengagement was a termination and what the management was required to do before his disengagement from service. The law is settled that a workman does not enjoy any protection to the Industrial Dispute Act so long he does not put in 240 days continuous service, 12 months preceding the date of his disengagement. It is admitted by the workman that he had put in about 100 days service, before the management had disengaged him. Hon'ble High Court of Punjab & Haryana in the case of Karnal Central Cooperative Bank Ltd. V/s Presiding Officer and others reported as 1994 PLR, 310 has held that, an Industrial worker if does not complete 240 days of service till the date of his disengagement, has no Industrial right under the Industrial Dispute Act. In the present case the workman has failed to show that the management had violated the provisions of Section 25-F of the Industrial Dispute Act, therefore, his termination was bad in law.

Looking to the facts and circumstances of this case, from all angles, I am of the opinion that the workman has utterly failed to show that the termination of his services

w.e.f. 10th June, 1990 was not just and legal, therefore, he is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5053.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण इरनाकुलम के पंचाट (संदर्भ संख्या 65/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-12-2006 को प्राप्त हुआ था।

[सं. एल-41012/195/95-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5053.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2006) of the Central Government Industrial Tribunal-cum-Labour Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman which was received by the Central Government on 4-12-2006.

[No. L-41012/195/95-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT :

Shri P.L. Norbert, B.A., L.L.B., Presiding Officer

(Monday the 27th day of November, 2006)

I.D. No. 65/2006.

(I.D. 7/1997 of Labour Court, Ernakulam)

Workman/Union,	D. Elcee (Expired) C/o General Secretary, D.R.C.L.U. Edappally North, Kochi-24.
Management	Addl. Claimant impleaded : Smt. Gracy Adv. Shri C. Anil Kumar The Dy. Chief Engineer, (Construction) Southern Railway, Podannur, Adv. Shri P.N.M. Najeeb Khan

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is :

“Whether the action of the management of Dy. Chief Engineer (Cons.), S. Rly. Podannur in retrenching the workman Smt. D. Elcee Casual Labour on 19-6-77 is justified? If not, to what relief the concerned workman is entitled ?”

2. Pending the reference the claimant D. Elcee died. Her legal heir was impleaded as additional claimant.

3. As per the claim statement of the deceased claimant she was working under the Depot Store Keeper, Construction, Southern Railway, Podannur from 12-9-1970 to 19-6-1977. She was terminated on 20-6-1977 all of a sudden. She was not given a notice of termination. She had attained temporary status and hence was entitled for CPC scale of pay. However the Divisional Personnel Officer had denied the same. From 16-8-1971 the worker is entitled to get CPC scale of pay and temporary status. Since the Railway failed to comply with the procedure for retrenchment under Railway Establishment Manual, Chapter 23, Rule 2302 (i) and provisions of J.D. Act, the claimant is entitled to get back wages and all other benefits. Many of the juniors of the worker are continuing in service. The termination of service is in violation of S-25 (H) of I.D. Act. Therefore the worker is entitled to be reinstated with all benefits.

4. The Railway in its written statement contends that the claimant is not a workman within the meaning of S-2 (S) of I.D. Act. The worker had not raised any dispute before the management and refused by management in order to raise any industrial dispute. The dispute is stale and has been raised after a very long period. The cause of action arose in Tamil Nadu and this court has no territorial jurisdiction. The worker has to produce the original Service Card to prove that she has worked continuously and completed six months' service in order to get temporary status. The worker was engaged as casual labourer in project work. The benefit of granting temporary status to casual labourers in Railway was introduced w.e.f. 1-1-1981 based on the decision of Hon 'ble Supreme Court in the case of Indrapal Yadav, & Ors. v/s. Union of India. The worker was paid Rs.58 ps.50 towards retrenchment compensation at the time of termination. None of the project workers were granted temporary status prior to 1-1-1981 and scale rate of wages before 1-6-1974. The worker was retrenched on 29-6-1976. The worker is not entitled to any relief. An additional written statement was also filed stating that the worker Smt. D. Elcee had expired on 8-6-1999 and her daughter Smt. D. Gracy was impleaded. The worker was given retrenchment compensation of Rs. 58 ps.50 on 19-6-1976. This is seen from the retrenchment compensation Register. Hence there is no violation of any provisions of

I.D. Act while terminating the service of the worker. The Industrial Dispute is raised after a lapse of 22 years after termination of service and it is time-barred. The Railway is not preserving records later than 10 years. On 2-3-1987 the Railway had invited applications from retrenched casual labourers for including their names in the live register maintained by the Railway for the purpose of engaging casual labourers from among the persons enrolled in the live register. Wide publicity was also given. The worker did not avail this opportunity.

5. In the light of the above contentions the following points arise for consideration :

- (1) Whether this court has territorial jurisdiction to adjudicate the dispute?
- (2) Is the claim barred by limitation or has become stale?
- (3) Is the termination legal?
- (4) Reliefs.

The evidence consists of the documentary evidence of Exts. W1 & W1 (a) on the side of worker and Exts. M1 & M2 on the side of management. No oral evidence was adduced.

6. Point No. (1) :

The reference was made originally to State Labour Court, Ernakulam and later transferred to this Court. The worker Smt. Elcee was working at Podannur of Coimbatore District at the time of termination of service. Therefore it is contended by the management that this court has no jurisdiction to adjudicate the dispute. According to the management the reference should have been sent to the Labour Court at Coimbatore.

7. There is no doubt that Smt. Elcee was working at Podannur which is in Coimbatore District. However her address shown in the reference as well as in the claim statement is Smt. D. Elcee, C/o General Secretary, D.R.C.L.U., Edappally North, Cochin-24. The address of management is that of Podallur, Madras -3. The only reason why the reference was sent to Labour Court, Ernakulam was because the worker had shown her address as Edappally, Cochin-24. However, in the claim statement, at the end of page 2, while verifying the contents of the claim statement, the address of worker is described as “Smt. D. Elcee, aged 42 years, D/o Devasy, residing at Podannur”. In 1999 the worker died and her daughter Smt. Gracy was impleaded in 2002. In the Affidavit of Smt. Gracy the address shown is Gracy, C/o Elcee, aged 36 years residing at Door No.48, Panchayat Office Road, Podannur, Coimbatore District. This Affidavit is filed in M.P. 107/2001 for the purpose of impleading her as additional claimant. Thus the address of the worker reveals that at the time of termination she was residing at Coimbatore District. Ext. W1 & W1 (a) are service cards of the worker which show that she was working under Depot Store Keeper, Construction, S. Rly., Podannur. Thus

the worker was residing at Podannur and was working in the same place. Naturally, the reference could have been sent to a court at Coimbatore. But the dispute being one referred by the Central Government it could be sent to any court in India. Since the address of worker shown while raising the industrial dispute before Conciliation Officer must have been the address of Kochi the reference was sent to this court. At any rate, this court does not lose jurisdiction because the party was residing and working outside Kochi. Point is answered accordingly.

8. Point No. (2) :

The worker joined the service of Railway as casual labourer on 12-9-1970. She worked till 19-6-1977 in Railway under Depot Store Keeper, Construction, S. Rly., Podannur. On 19-6-1977 her service was dispensed with. A reference was made on 4-3-1997 after a period of 20 years. According to the management Railway the claim has become stale and barred by limitation. However, the learned counsel for the worker relied on the decision reported in *Ajaib Singh v. Sirhind Co-op. M.P.S.S. Ltd.* 1999 (2) L.L.N. 674 = (1999) 6 SCC 82, wherein it is observed by the Hon'ble Supreme Court that the Limitation Act does not apply to the proceedings under I.D. Act and Art. 137 has no application. It is further observed that what is not proved by the Legislature the court cannot substitute. But it is to be noted that there is an observation in paragraph 10 of the judgment that the management has to prove the real prejudice caused by the delay in raising the dispute and a mere plea of delay in the statement of the management is not enough. It is relevant to note the subsequent decision of the Hon'ble Supreme Court.

9. In *Indian Iron & Steel Co. Ltd. v. Prahlad Singh* 2000 (4) L.L.N. 1182 the Industrial Tribunal refused to grant relief to an employee whose service was terminated and who had raised an industrial dispute after 13 years. The Hon'ble Supreme Court observed in paragraph 11 of the judgment that depending upon the facts and circumstances of each case relief can be declined on the ground of delay and laches. However no observation was made with regard to application of Limitation Act in the judgment.

10. The learned counsel for the management relied on the decision in *Nedungadi Bank Ltd. v. K.P. Madhavankutty & Ors.* 2000-1 L.L.J. 561. In paragraph 6 of the judgment it is observed that though law does not prescribe any time limit for appropriate Government to make a reference to the Industrial Tribunal under section-10 of I.D. Act it does not mean that it can do so at, any point of time and to revive matters which had since been settled. The power is to be exercised reasonably and in a rationale manner. As to when a dispute can be said to be stale would depend on the facts and circumstances of each case. It is further observed with reference to the decided case that once the matter has become final it is rather incongruous to make a reference under section-10 of the Act.

11. The sum and substance of the decision referred above is that the Limitation Act does not apply to the proceedings under I.D. Act. However, considering the facts and circumstances of each case the court has to decide whether the industrial dispute has become too old or stale for consideration and whether such adjudication would revive the issue which has become final already.

12. It is to be noted that nowhere in the claim statement the worker explains the delay in raising the industrial dispute. The dispute was raised 20 years after she was terminated from service. Nobody has entered the box to explain the reason for the delay. Whereas the Railway has specifically pleaded in their written statement that the long delay has put the Railway in difficulty in tracing out records to defend the case effectively. The Railway has to show first that she was not working in construction wing as contended by the worker but only in the project wing. The service conditions in both the wings differed prior to 1-1-1981 as can be seen from the pleadings in the written statement. Then the Railway has to find out the records which show the manner in which the worker was terminated and whether she was given compensation, etc. According to the Railway it is bound to maintain records only up to a period of 10 years. Since the case on hand is of a dispute 20 years back, the Railway will find it difficult to trace out and produce records to substantiate their contention. Therefore the delay has caused prejudice to the Railway. The worker has not been able to show that she had made any representation to the Railway at any point of time for reinstatement until the reference was made. According to the Railway they had invited applications from retrenched casual labourers for preparing a live register of casual labourers for the purpose of calling them for work as and when required. But the worker had not responded and availed the opportunity. No records are produced to show any representation made either to the management or before any authority to get her grievance redressed prior to the reference. Thus there is inexplicable and inordinate delay in this case which has caused real prejudice to the Railway in meeting the contentions of the worker. Therefore I find that the delay is inordinate and unexplained and hence has become stale.

13. Point No. (3) :

According to the worker, she was working in the construction wing (open line) of S. Railway as casual labourer. She worked continuously for more than 180 days to acquire the temporary status. Once she acquired temporary status, she was entitled to get scale wages. Exts. W1 & W1 (a) are the service cards of the worker. That shows that she was working continuously without any break for a period of one year. At any rate, from 12-9-1970 to 16-3-1971 there was no break in her service and by that time she had completed service of six months and naturally she was entitled to temporary status and scale wages. But according to the Railway she was working in project wing

of the Railway and not in construction wing. The status of the casual labourers in these two wings is different. The project workers were granted temporary status only w.e.f. 1-1-1981 and not prior to that. This was as per decision of the Hon'ble Supreme Court in *Inderpal Yadav and Ors. v. Union of India* (1985) 2 SCC 648. So also, the casual workers in the project were entitled for scale wages only on completion of continuous service for six months on or after 1-1-1974. However, the Railway has nowhere stated what kind of project work she was engaged. There is only a general statement that she was engaged in the project work. The difference between project work and construction work are mentioned in *L. Robert D'Souza v. Ex. Engr. S. Rly.* 1982 I-L.L.J. 330 = AIR 1982 SC 854. In paragraph 20 of the judgement it is observed that every construction work does not imply project. Project is correlated to Plan Projects in which the workman is treated as work-charged. A construction unit is a regular unit all over the Indian Railways. It is a permanent unit and cannot be equated to project. Since a casual employee was working in the construction wing and since the project work is treated differently for the purpose of service benefits it is essential for the Railway to specify clearly the unit in which the worker was engaged or the project in which the worker was engaged. The workers in the construction wing are engaged for routine work of repair and maintenance of the existing railway lines while the project workers are engaged for particular projects like laying new lines and doubling of lines, etc. In the absence of any pleading with regard to the specific project in which the worker was employed the contention of the management cannot be accepted. The service cards prepared and signed by the Railway show that she was working under Depot Store Keeper of the Construction Wing. Therefore she was a casual labourer of the construction wing who was entitled to temporary status on completion of 180 days and scale wages even prior to *Inderpal Yadav* case. Rule 2501 of Chapter XXV of Railway Establishment Manual (2nd Edition), 1968 deals with the definition of casual labour :

“2501. Definition :

- (a) Casual Labour refers to labour whose employment is seasonal, intermittent, sporadic or extends over short periods. Labour of this kind is normally recruited from the nearest available source. It is not liable to transfer, and the conditions applicable to permanent and temporary staff do not apply to such labour.
- (b) The casual labour on railways should be employed only in the following types of cases, namely:
 - (i) Staff paid from contingencies except those retained for more than six months continuously:- Such of those persons who continue to do the same work for which they were engaged or other work

of the same type for more than six months without a break will be treated as temporary after the expiry of the six months of continuous employment.

- (ii) Labour on projects, irrespective of duration, except those transferred from other temporary or permanent employment.
- (iii) Seasonal labour who are sanctioned for specific works of less than six months duration. If such labour is shifted from one work to another of the same type, e.g. relaying and the total continuous period of such work at any one time is more than six months duration, they should be treated as temporary after the expiry of six months of continuous employment. For the purpose of termination and the eligibility of labour to be treated as the criterion should be the period of continuous work put in by each individual labour on the same type of work and not the period put in collection by any particular gang or group of labourers.”

Casual labour who is engaged for more than six months without a break is treated as temporary. Subsequently the period of six months was reduced to 4 months which is made mention in the later edition of the Manual (1990). It is observed in *Robert D'Souza's* case referred supra in paragraph 11 as follows:

“It is thus abundantly clear that if a person belonging to the category of casual labour employed in construction work other than work-charged projects renders six months' continuous service without a break, by the operation of statutory rule the person would be treated as temporary railway servant after the expiry of six months of continuous employment. It is equally true of even seasonal labour. Once the person acquired the status of temporary railway servant by operation of law, the conditions of his service would be governed as set out in Chapter XXIII.”

Thus the worker who was in service from 12-9-1970 to 19-6-1977 was definitely entitled to temporary status as she was in the construction wing (open line) after completing six months continuous service and consequently was eligible for scale wages.

14. That is not the main question to be decided in this case. The worker is contending that she was illegally terminated without notice or compensation. According to the Railway she was given compensation in lieu of notice on the same day of termination of service. It is pleaded that Rs.58 ps. 50 was given as compensation u/s 25F of I.D.

Act on 19-6-1976, on which date her service was terminated. Though the worker does not agree that she has received the compensation, even the legal representative Smt. Gracy has not mounted the box to deny the payment. The worker was sleeping over the matter for a long period of 20 years. The court cannot come to the rescue of a person in slumber. No records would be available with the Railway to settle the dispute. The Railway having taken a specific contention in their pleading that by way of compensation Rs. 58 p. 50 was given on the same day of termination of service, it was for the worker or her representative to lead at least oral evidence to deny the payment. In the absence of any such evidence on the part of the worker the general denial that no notice or compensation was given is not sufficient to substantiate worker's contention. Whatever is recorded in the service card at the time of termination of service as "settled" is about the wage settlement and not concerning compensation U/s-25 F of I.D. Act. The service card shows that whenever there was a break in service the wages were 'settled' by the management and recorded in the Service Book. Had compensation paid U/s-25F was meant by noting "settled" in the service card, the amount of compensation too would have been recorded in the service card. But no such payment is mentioned in the service cards Exts. WI & WI (a). In the light of the specific plea of Railway in their written statement it has to be said that retrenchment compensation was given at the time of retrenchment. Hence there is no illegality in termination.

15. Point No. (4) :

In the light of the above findings and in view of the inordinate and unexplained delay in raising the dispute, the worker is not entitled to get any relief.

16. In the result, an award is passed finding that the action of the management in retrenching the worker Smt. D. Elcee on 19-6-1977, is legal and justified and the worker is not entitled to any relief. No cost. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 27th day of November, 2006

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Union : Nil

Witness for the Management : Nil

Exhibits for the Workman :

WI—Casual Labour Service Card from 12-9-1970 to 6-5-1974

WI(a)—Casual Labour Service Card from 2-3-1976 to 19-6-1977

Exhibits for the Management :

M1 —Copy of Railway Board's letter No.PO.72/ RLT/69-3 dated 12-6-1974

M2 —Copy of Railway Board's letter No.E (NG) II/84/CL-41 dated 11-9-1986

नई दिल्ली, 5 दिसम्बर, 2006

का.आ. 5054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, कोलहापुर के पंचाट (संदर्भ संख्या 80/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/173/1998-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th December, 2006

S.O. 5054.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 80/1999) of the Labour Court, Kolhapur as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 5-12-2006.

[No. L-12012/173/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI S.M. BHOSALE, PRESIDING OFFICER, LABOUR COURT AT, KOLHAPUR

Reference (IDA) No. 80/1999

BETWEEN:

The Chief Regional Manager,
Bank of India,
Regional Office, MM Chambers,
2101/26-27, Laxminagar,
Pune-Bangalore Road, Kolhapur

..First Party

And
The General Secretary,
Bank of India Workers' Orgn.
185, Shaniwar Peth,
Pune.

..Second Party

AWARD

This is a reference sent by Desk Officer, Ministry of Labour, Govt. of India, New Delhi for adjudication of industrial dispute in terms whether action of the first party in terminating services of Shri Vijay Sakharam Pardhi, a sweeper w.e.f. July-1994 is legal and justified and, if not, to what relief said workman is entitled ?

2. After receipt of reference, notices were sent to both parties. Accordingly both parties appeared and filed their respective pleadings and the matter was posted for recording evidence. However, it appears from the record that second party has not taken further steps to record his evidence and proceed with the matter. Thus, it appears

from the record that even though sufficient opportunity is given, the second party is not interested in proceeding further with his claim. There is no evidence on record to adjudicate the dispute. The present reference is, therefore, liable to be answered in the negative and disposed of. Accordingly the reference stands answered in the negative and disposed of accordingly.

Kolhapur.

Date : 18-11-2006 S. M. BHOSALE, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5055.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार रीजनल इन्स्टीट्यूट ऑफ को-ऑपरेटिव मैनेजमेन्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केंद्रीय सरकार ओद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 272/2005) को प्रकाशित करती है, जो केंद्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/123/2003-आई.आर (सी-II)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5055.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 272/2005) of the Central Government Industrial Tribunal-cum-Labour Court No.-2 Chandigarh as shown in the Annexure in Industrial Dispute between the management of Regional Institute of Co-operative Management, and their workman received by the Central Government on 7-12-2006.

[No. L-42012/123/2003-IR (C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II CHANDIGARH

SHRI KULDIP SINGH, : Presiding Officer

Case No. I. D. No. 272/2k5.

Registered on 15-4-2004

Date of Decision 10-11-2006.

RAM BARAN S/o SHRI BARSATI R/o HOUSE NO.
352, SECTOR-9-D, CHANDIGARH.

...PETITONER

VERSUS

REGIONAL DIRECTOR, REGIONAL INSTITUTE OF
COOPERATIVE MANAGEMENT, SECTOR-32-C,
CHANDIGARH

...RESPONDENT

APPEARANCE

For the Workman : Mr. Shailendra Sharma and
Ajay Nara AR.

For the Management : Shri. P.S Jaswal Advocate.

AWARD

The following reference received from Govt. of India on 15th April, 2004 vide their number L-42012/123/2003-IR(C-II) dated 31st March, 2004 is under the consideration of this Tribunal:

“Whether the action of the Management of Regional Institute of Co-operative Management, Chandigarh in terminating the services of Shri Ram Baran, Mali w.e.f. 30th June, 2002 is legal and justified? If not, to what relief the workman is entitled ?”

On getting notice of the reference from the Tribunal the parties appeared through their Counsel. The workman filed his claim statement and the reapplication besides his own affidavit to which the Management filed the reply and also the affidavit of their Regional Director V. K. Pandey. They also placed on record the photo copies of the documents and proved the same through their witness.

The claim of the workman is that he was appointed as Mali by the Management on 9th July, 1999 on a monthly salary of Rs. 2500 pm and he worked for the Management without any break till 30th June, 2002 by which time he had served the Management for 240 days in a calendar year, at the time of termination of his services; that the Management terminated his services without following the provisions of Section 25-F of the Industrial Dispute Act 1947, hereinafter to be referred as “Act”. The Management retained his juniors whereas terminated his services; that on a demand notice was served by him, on the Management through the Labour Authorities, but no conciliation could be reached as the Management denied the claim of the workman, although the workman was ready to serve the Management. The further claim of the workman is that he is without any job since the day of his termination; and that he is entitled for reinstatement along with back wages and other consequential benefits.

The claim of the Management is that, this Tribunal has no jurisdiction to decide this reference as the Management does not fall within the ambit of the “Act” in the light of the decision of the Govt. of India in the case of Natesah Institute of Co-operative Management, Chennai as referred in Annexure-I. Moreover, the services of the workman were not terminated by the Management. The workman had served the Management, from 1st August, 1999 to 31st Dec., 1999 on daily wages, as Mali, but w.e.f. 1st Jan., 2000 he started working for the Management on contract, at the rate of 2200 pm since there was no sanction of post of the Mali available in the Institute. The workman was made known about this fact and the same formed part of the contract signed by the workman, He

accepted the terms and conditions of the contract and thereafter accepted the job. After the expiry of the first term of the contract, it was extended for another year, on payment of Rs.2500/-P.M and other conditions of the engagement remained the same. The period of contract was further extended upto 30th June, 2002 on the same terms and conditions; that the contract ended on 30th June, 2002 by efflux of time as defined by Section 2(oo) (bb) of the Act, although the workman had left the job on 27th June, 2002; itself, for the reason best known to him.

It is further the claim of the Management that they had only a strength of ten class-IV employees, eight in General Scheme and two in Industrial Scheme but due to the discontinuation of the Industrial Scheme the two post of Class-IV employees came in reduction and thus leaving only 8 post on which the regular staff was working. There was no other post of Class-IV employee including that of the Mali with the Management. There was, therefore, no right of the workman to claim reinstatement as there was no post available. They also denied the relationship of employer and employee between the parties and for that reason also the demand notice was required to be rejected. On merits it is submitted by the Management that the contents of paras 1 to 4, 7, 9 to 11 are wrong and hence denied, para 5 is a matter of record. It is further stated by them that the Management had not engaged the workman on 9th July, 1999 on monthly wages of Rs.2500/- and since he was working for the Management on contract basis, the question of having worked for the Management for 240 days was of no relevance nor there was an occasion for the Management to terminate his services. The fact is that the workman had himself left the work on 27th June, 2002, without informing the Management and for the reason best known to him. In view of that the provisions of Section 25-F were not applicable in the case. It is wrong claim of the workman that the Management had not allowed him to work rather the fact is that the workman had himself left the work which was being done on contract basis. Since the Management did not have the post of Mali, therefore, they had told to the conciliation officer that the workman cannot be taken back. The workman has no right to claim from the Management, therefore, the reference may be answered against him.

There is a basic dispute between the parties about the nature of relationship. The claim of the workman is that he had served the Management as Mali on a salary of Rs. 2500/- P.M. w.e.f. 9-7-1999 till 30-6-2002; and that the Management had terminated his services on 30-6-2002 without following the provisions of the Act, more specifically 25-F of Act, as he had put in 240 days of service 12 months proceeding the date of termination his services. The Management neither gave him notice of termination of his services nor paid him retrenchment compensation, therefore, his termination was bad in law.

The Management has denied this fact. According to them the workman was initially engaged by them as Mali on daily wages basis from 1-8-1999 to 31-12-1999 and he was engaged on contract for one year from 31-12-2002 on wages @ 2200/- P.M. It was specifically mentioned in the agreement that the Management does not have a post of Mali, therefore, the individual engaged on contract shall have no right of extension of contract or regularization in the Institute. The workman accepted the terms and condition of contract and worked accordingly. The period of contract was extended since the Management required the services of Mali for another year from 1-1-2001 to 31-12-2001, but for increased wages @ 2500/- p.m. The other condition of the contract remained the same. The contract was further extended from 7-1-2001 to 31-6-2000 on the same terms and condition, under which he was working. The workman, however, left the work on 27-6-2002 without informing the Management and for reason best known to him.

The Management has placed on record documents exhibit as MW1/2, MW1/3 & MW1/4 which were proved by the Management. According to MW1/2 the workman was engaged as Mali on contract from 1-1-2000 to 31-12-2000 on the consolidated salary of Rs. 2200/- By this document he was made to know that his engagement was temporary and shall not be extended since there was no sanctioned post of Mali with the Management. He was further made to know that except the wages agreed to on the workman shall not be entitled for any other benefit. This letter was signed by the workman on 10-7-2000. According to document MW1/3, which is also signed by the workman, the Management had given fresh contract to the workman to work as a Mali on a consolidated wages of Rs. 2500/- from 1-11-2001 to 31-12-2001. This contract was also given on the same terms and conditions as were incorporated in MW1/2. The nature of the job to be performed by the contractor was also the same. By MW1/4, the contracts of Jagdish Partap and Pala Ram besides the workman was extended for 6 months from 1-1-2002 to 31-6-2002. This extension order is signed by the Jagdish Partap and Pala Ram but not by the workman. However, the workman neither in his Claim Petition nor in his statement, recorded in the Tribunal, claim that there was no such extension of contract in his favour. He denied his signature on Mark "A" and "B" on the ground of that being photocopies and he stated nothing about exhibit MW1/4. On the other hand, he claimed that he had worked for the Management from 31-6-2002. He further admitted that in the month of July 2002, he was told by the contractor that his services with the Management are over but he had protested against that to the Director he denied that he had served the Management on contract upto April 2003. On record I do not find any evidence except the statement of the workman that he had served the Management as a daily wager. About the amount of wages which the workman claims to be his salary, the workman stated that

he had worked for the Management on wages @ 2200/- p.m. which were later on increased to 2500/-. The workman further claimed that the last salary, he was getting was Rs. 2700/- but he has failed to produce any evidence in support of that. The combined reading of the evidence, placed on record, clearly suggests that the engagement of workman was initially on daily wages for the period 1st August to 31-12-1999. Thereafter he was engaged as Mali for one year from 1-1-2000 to 31/12, on a consolidated wages of Rs. 2200 and thereafter for another one year and 6 months from 1-1-2001 to 31-6-2002. On consolidated wages of Rs. 2500 p.m. The workman failed to prove that his engagement was not contractual but a regular one and he served the Management 240 days 12 months proceeding the date of his disengagement. He could not dislodge any of the documents of the Management, Exhibit MW1/2, MW1/3N & MW1/4 and any nor produced any documentary or oral evidence. Thus the workman has failed to prove that his engagement was not contractual, therefore, he was entitled for protection under the Industrial Dispute Act. As is claim by the Management, the contractual relationship of the parties ended on 30-6-2002 although they have claimed that the workman had left the work 3 days before the date the contractual relationship was end. In view of this, the workman cannot claim the protection u/s 25 F of the Act. In this regard I get support from the judgement of Hon'ble Supreme Court in the case of Punjab State Electricity Board V/s Darbara Singh, reported as (2006) 1 SCC 121.

In his claim petition workman claimed that the Management also violated the provisions of the Act by retaining his juniors and terminating his services. However, when it came to his statement in the Tribunal, he admitted that no junior of his was retained by the Management. He, however claimed that one Rajesh was engaged as a Mali by the Management, but he could not produce any evidence to show in what capacity or that any such Rajesh was at all engaged by the Management. The witness of the Management came in the witness box, but he did not put any question or suggestion to him in this regard.

The workman placed much reliance on document W4 which are the minutes of the meeting attended by the workman and the employees of the Management. In this meeting the workman besides others are shown to be present. The document however does not show in what capacity the workman was present. There is absolutely no mention in the body of the minutes as to in what capacity the workman was present so as to suggest his status in the meeting. Therefore, in my opinion the mention of name of the workman in meeting cannot prove that he was also an employee of the Management Messrs. Pala Ram and Jagdish were also shown to be present in that meeting and as stated above they were related to the Management by a contract as per MW1/4, which was

extended for 6 month up to 30-6-2002. This document does not prove the relationship of workman as a regular employee of the Management.

After the due consideration of all the evidence available on the record, I am of the opinion that workman has failed to show that he was the employee of the Management as a Mali and his services were terminated on 30-6-2002 and that the action of the Management in doing so was illegal and unjustified. The evidence available rather shows that the workman was engaged on contract on a consolidated amount and his contract ended on 30-6-2002 by afflux of time although initially he had worked on daily wages for some time. Therefore, the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award sent to the appropriated Govt. And the file be consigned the record after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 746/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-23012/11/1994-आई आर (सी-II)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5056.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 746/2005) of the Central Government Tribunal No. 2, Chandigarh as shown in the Annexure in Industrial Dispute between the employers in relation to the management of BBMB and their workman which was received by the Central Government on 7-12-2006.

[No. L-23012/11/1994-IR (C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

CASE NO. I. D. No 746/2005.

Registered on 2-9-2005

Date of Decision 20-11-2006

PRESIDENT: NANGAL BHAKRA MAZDOQR SANGH,
NANGAL TOWNSHIP, DISTRICT ROPAR, PUNJAB.

....PETITIONER

Versus

CHIEF ENGINEER, BBMB, NANGAL TOWNSHIP
DISTRICT ROPAR.

....RESPONDENT

APPEARANCE

For the Workman : Shri R. K. Singh
Parmar.
AR

For the Management : Shri Sandeep Chopra
Law Officer.

A WARD

The Government of India vide their order no. L-23012/1/94-IR(C-II) dated 1st June, 1995 referred the following matter for the consideration of this Tribunal:

"whether the action of the Management of BBMB in imposing penalty of Rs. 11,357.22 on each of the workmen (1) Shri Charan Singh, Chowkidar, (2) Shri Bhagat Ram, Beldar, (3) Shri Tilak Raj, Beldar, (4) Shri Tarsem Lal, Chowkidar, is just and legal? If not, what relief the workmen are entitled to?"

On the receipt of the order notices were issued to the parties who appeared through their representatives. The workmen filed their Claim Petition through their representatives Shri R.K. Parmar. Management filed the reply. The workmen filed replication and affidavit of one of the workman Gulzar Singh. They also filed the affidavits of Shri Charan Singh, Tarsem Lal, Tilak Raj, other workmen. The Management filed the affidavit of their SDO, Disposal Store and Machinery Shri D.R. Goyal. In the reply the Management took the plea that it is a case of domestic inquiry after holding the same the Management had awarded punishment to the workmen. According to them the workmen were given full opportunity to defend themselves. The procedure was followed and principle of natural justice were taken care of in holding the inquiry, therefore, the workmen have no claim to made against the Management, therefore, the reference may be answered against them. On the other hand, the workmen have claimed that they had performed their duties very sincerely and faithfully; that a false theft case of material was lodged against them which could not be proved; that in the inquiry held against them the Management did not follow the principles of natural justice nor the reply given by them was considered, by the Inquiry Officer and even the inquiry officer appointed was not competent to hold the inquiry against them, therefore, the order of the Management directing the recovery of Rs.11,357.22 from the workman Charan Singh, Bhagat Ram, Tilak Raj and Tarsem Lal was bad in law, therefore, is required to be quashed. Thus the question which is required to be considered at this stage is whether the Management had held fair and proper inquiry

against the workmen; and that the punishment awarded to the workman was justified or not.

The importance of domestic inquiry has been accepted by the Hon'ble Supreme Court of India and the High Courts of the country by holding that the holding of the domestic inquiry is very essential so as to justify the legality of the disciplinary order passed by the Management. They have further held that in a case where the Disciplinary action has been taken by holding a fair and proper inquiry, this Tribunal cannot sit as a Court of appeal against the orders passed by the Disciplinary Authority and the Appellate Authority. In that eventuality, the powers of this Tribunal are only to the extent to find out whether a fair and proper inquiry was held whether the principles of natural justice were followed by holding the inquiry and whether the punishment awarded was not disproportionate to the alleged misconduct against the workman. The Karnataka High Court in the case of G.R. Venkateshwara Reddy V/s Karnataka Road State Transportation, reported as (1995) ILLJ 1011, laid down the requirements of reasonable procedure to be followed while holding the domestic inquiry subject to any special provisions made in the rules, regulations and standing orders governing the parties. According to their Lordship the employee proceeded against should be informed of the exact charges framed against him; he should be given opportunity to explain the material available with the Management to prove the charges against him; the evidence of the Management should be recorded in the presence of the delinquent employees and they should be given reasonable opportunities to cross examine the witnesses of the Management; the delinquent official should also be provided with the copies of the documents relied upon by the Management or atleast should be allowed to examine those documents; the delinquent officials should also be given chance to produce oral as well as documentary evidence and if they so desire the delinquent officials should also be examined and allowed to produce any material/documents which may be in the possession of the Management and when the disciplinary authority is different, than the Enquiring authority, the report of the inquiry should be provided to the workman and he should be permitted to make representation to the Disciplinary authority against the findings recorded against them.

The photo copy of the inquiry proceedings is on record. A perusal of the inquiry proceedings show that the workmen were served with the charge sheet on 14th December, 1991. Individually against proper receipt, photo copies of which are on record. The workmen individually submitted their replies to the show cause notice. There is also evidence on record to show that the statements of the workmen were also recorded. There is also ample evidence to show that the workmen asked for documents from the Management and the Management supplied the same to them. The workmen made the statements before the inquiry officer who asked them whether they want

to engage any Union Leader or any defence assistance, but the workmen replied that they do not need the assistance of any body and admitted to have been read over the statements made by them.

The grievance of the workmen against the holding of the inquiry and awarding the punishment to them, is that the official on whose report the proceedings for inquiry about the alleged theft were made i.e. Shri N.C Chauhan, made varied and different statements at different occasion with regard to the time when he first came to know about the alleged theft. In my opinion the point raised by the workmen are not of vital importance as to effect the conclusions arrived at in the inquiry for the reason that even the workman did not deny that there was removal of stores which was kept in their watch and ward, but the Management and the stores articles mentioned, were missing from the stores. The question relevant was as to who had stolen those store articles and during what period of time. There can be no two opinions that the duty to protect the stores was of the workmen and their colleagues who were found to be not on duty at the time when the alleged theft was committed since either they were on leave or were not on duty at relevant time. The very nature of duty given to the workmen was to protect the stores and no material thereof was removed without their notice. Neither they have alleged nor, is their case that the material shown to be stolen was not kept in the stores; or that the same was removed by such and such person. The official act are presumed to be done in accordance with rules. If the material was kept in the stores and the removal thereof could be done by those who were incharge of that material but not without the notice of watch and ward staff and by those who were kept on watch and ward duty of the said material. In such a situation how the workmen who were posted at the watch and ward duty of the stores could escape the liability of the material found missing from the store. It has also come on record that the back side of the stores was not kept in proper form as there were lot of bushes and the theft could be done from that side. The inquiry officer observed that the staff put on watch and ward duty never reported that the back side of store was not kept properly and if that is so as was shown to be then who was at fault. To my mind it was the workman who should have reported about it so as to escape their liability. I, therefore, do not find the plea of the workmen that since the junior engineer of the store has made varied statement at different points of time relevant to hold that the inquiry held against the workmen was not fair. The workmen have not alleged anything against the J.E. who was incharge of the store.

The next plea of the workmen is that no normal procedure was followed in holding the inquiry; that the inquiry officer himself acted as a Presenting Officer that the documents were not supplied to the workmen according to the list of the prosecution witnesses. I have already discussed above that the documents sought by the workmen were provided to them by the management. They were also provided with the opportunity to cross examine the witnesses of the Management but they did not put any question. It is

true that from the statements of witnesses it cannot be made out that the presenting officer had put questions to the witnesses of the Management but it also shows that the workman had also not put the question to the witnesses of the Management and all the answers are shown to be given on the questions of Inquiry Officer. In order to appreciate it should be kept in mind inquiry officer was not a judicial officer in the inquiries generally held moreover in that fashion, but I do not find any evidence to show that the workman had raised the objections about the manner the statements of the prosecution witnesses were recorded before the appellate authority. The grievance now raised is an after thought and seems to be the creation of representative of the workman that to at this stage. This has to be kept in mind that there is absolutely no evidence to show that the theft of the material belonging to the Management had not taken place. It is also not denied that the workmen punished were on the watch and ward duty of the said store where the theft had taken place. Even to the understanding of the common man if there is store, there is watch and ward staff appointed to take care of the stores, and if the material of the stores is found missing, who will be responsible. It was only the workmen who were assigned the job of protecting the stores responsible and if they were missing and it is they who are to account for it.

After going through the inquiry proceedings and after due consideration of the submissions made by the workman I am convinced that the Management had held fair and proper inquiry though it was not strictly in accordance with law and procedure, but in substance the workmen defended themselves, made statement, produced and to opportunity to produce evidence in the Court in support of the claim. For the reasons I do not find any justification to hold that the action of the Management in imposing the penalty of Rs. 11,357.22 on each of the workmen, as named in the reference was not just and legal rather I feel the Management was considerate that they only imposed the cost of material stolen otherwise they could also be punished for dereliction of duty amounting to misconduct. As such the reference is answered against the workmen. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 25/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-23012/10/2002-आई आर (सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5057.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 1 Chandigarh as shown in the Annexure in Industrial Dispute between the management of BBMB and their workman received by the Central Government on 07-12-2006.

[No. L-23012/10/2002-IR (C-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

CASE NO. L.D. 25/2003

Shri Uttam Chand C/o Sh. Dhani Ram, General Secretary, BSL Project Mazdoor Ekta Union, Sunder Nagar Township, Distt. Mandi (H. P.) Mandi

....Applicant

Versus

The Chief Engineer, BSL Project, BBMB, Sunder Nagar, Distt. Mandi, H.P. Mandi.

....Respondent

APPEARANCES

For the Workman : None

For the Management : Sh. N. K. Zakhmi

AWARD

Passed on 20-11-2006

Central Government vide notification No. L-23012/10/2002-IR (C. II) dated 4-2-2003 has referred the following dispute to this Tribunal for adjudication.

“Whether Sh. Uttam Chand workman, BSL, BBMB, Sunder Nagar, Distt. Mandi is entitled to get pension benefit? If so, from which date?”

2. Case repeatedly called. None has put up appearance on behalf of the workman despite repeated court notices. Learned counsel for the management submitted that Workman appears to be fairly employed some where and not interested to pursue with the present reference. In view of the submissions of the learned counsel for the management and my perusal of the file, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned to record.

Chandigarh
20-11-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

कर.आ. 5058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध निवाजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 84/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एस-22012/534/1994-आई आर (सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5058.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/1995) of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in Industrial Dispute between the employers in relation to the management of SECL and their workman which was received by the Central Government on 7-12-2006.

[No. L-22012/534/1994-IR (C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

CASE NO. CGIT/LC/R 84/1995

PRESIDING OFFICER : SHRI C. M. SINGH

The General Secretary,
Koyla Mazdoor Sabha (UTUC),
Post Dhanpuri, Distt. Shahdol

...Workman/Union

Versus
The Sub Area Manager,
Rungta-Chachai Sub Area, SECL,
Post Amlai, Distt. Shahdol

....Management

AWARD

Passed on 29th day of November, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/534/94/IRC-II dated 16-5-95 has referred the following dispute for adjudication by this tribunal :—

“क्या प्रबंधतंत्र सब एरिया मैनेजर, चचाई एवं रुग्टा ग्रुप एस.ई.सी.एल. पो. अमलाई जिला शहडोल (म. प्र.) के प्रबंधकों द्वारा श्री मोतीलाल बल्द रामपियारे टो.नं. 1250 जनरल मजदूर को वर्ष 1986 से ट्रेक्स आपरेटर के पद पर कार्य लिये जाने के आधार पर उस ट्रेक्स आपरेटर के पद पर पदस्थ न किये जाने की कार्यवाही न्यायोचित है। यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है।

2. The case of workman Shri Motilal in brief is as follows. That he had been posted as Tarex Operator in Rungta Colliery since 1986. Due to closure of Rungta Colliery, he was transferred to Chachai mines where he is still working as such. That he has been posted as Tarex Operator since long time but he has not been regularised whereas the other employees have been regularised on the post of Tarex Operator. It is prayed that directions be issued to regularise him on the post of Tarex Operator.

3. The management filed their Written Statement. Their case in brief is as follows. That the workman has raised the present dispute for change of his designation as Tarex Operator from the designation of General Mazdoor on the ground that the designation of some other worker was changed from General Mazdoor to Tarex Operator, but his designation has not been changed. As per order of the reference, the workman is claiming the post of Tarex Operator from 1986 whereas he has raised the present dispute only in the year 1995. That the reference is highly belated and hence the same is not maintainable. Workman Shri Motilal was initially appointed as General Mazdoor. He was all along working as General Mazdoor. However, the workman was being deployed to work as Tarex Operator at Rungta Colliery as and when required basis against leave/sick vacancy of permanent employees posted for the said job. The workman was paid the difference of wages as and when he was being engaged to do the job of Tarex Operator. He was never posted as Tarex Operator nor he did the job regularly. He was not provided the job of Tarex Operator against any clear/permanent vacancy. He has been paid difference of wages as and when he was deployed to work as Tarex Operator at Rungta Colliery. The promotion cannot be claimed as a matter of right, as it is a managerial function. It depends on various circumstances such as administrative requirement, availability of post, eligibility of workman concerned, the recommendation of DPC etc. Shri Motilal workman concerned was initially appointed on 27-3-82 as General Mazdoor, Cat-I. He was working as General Mazdoor upto his selection/promotion to the post of Lorry cleaner as per Office Order No. SECL/PD/C & R/94/24/412 dated 27-7-94. He was never appointed as Tarex Operator. That the qualified persons employed as General Mazdoor are given preference for selection to the other cadre as and when recruitment takes place. That to enable the existing employees for the selection to the post of other cadre, they are granted opportunity to learn the work of other cadre with a view to build up their career. In the instant case also the workman was granted an opportunity to do the job of Tarex Operator for few days with a view to gain knowledge in the Driving job. In the year 1986, he worked for 96 days, in the year 1988—112 days and in the year 1989—21 days as Tarex Operator at Rungta colliery. He was never employed/appointed on regular basis to the post of Tarex Operator. Moreover at the present he is not operating Tarex and has got his career growth as E & M and promoted

to the post of Driver, Cat-IV and later on granted SLU in Cat-VI on 1-1-04 vide office order No. 208 dated 31-1-2005. Under the above facts and circumstances, it is prayed that the Honourable Court be pleased to hold that the action of management of SECL in not appointing the workman as Tarex Operator is legal and proper and he is not entitled to any relief what-so-ever.

4. Vide order dated 19-6-06 of this tribunal, the reference proceeded ex parte against the workman for his non-appearance inspite of sufficient service of notice on him by Registered AD post as well as under Certificate of Posting.

5. The management for defending the reference filed affidavit of Shri K.A. Sunder, Dy. Personnel Manager in SECL, Sohagpur Area.

6. I have heard Shri A.K. Shashi, Advocate the learned counsel for the management and I have gone through the entire evidence on record carefully.

7. As the case proceeded ex parte against the workman, no evidence has been adduced for proving the case of the workman. Against the above, the case of the management is fully established by the uncontested and unchallenged affidavit of management's witness Shri K.A. Sunder, the then Dy. Personnel Manager of SECL, Sohagpur area.

8. As mentioned above, the case of the workman has not been proved whereas it has been proved that action of management in not appointing the workman as Tarex Operator is proper and legal. The reference therefore deserves to be answered in favour of the management and against the workman but considering the facts & circumstances of the case, I am of the view that the parties should be directed to bear their own costs of this reference. The reference is answered in favour of the management and against the workman in the following from :—

“प्रबंधतंत्र सब एरिया मैनेजर, चचाई एवं इंगटा ग्रुप एस.ई.सी. एल. पो. अमलई जिला शहडोल (म. प्र.) के प्रबंधको द्वारा श्री मोतीलाल बल्द रामपियारे टो.न. 1250 जनरल मजदूर को वर्ष 1986 से टेरेक्स आपरेटर के पद पर कार्य लिए जाने के आधार पर उसे टेरेक्स आपरेटर के पर पदस्थ न किये जाने की कार्यवाही न्यायोचित है। अतः संबंधित कर्मकार किसी अनुतोष का हकदार नहीं है। उभयपक्ष अपना-अपना वादव्यय स्वयं वहन करें।”

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यै. विन्सन्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/12/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-31011/7/2002-आई आर (एम)]
एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5059.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT-2/12/2003) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai as shown in the Annexure in Industrial Dispute between the employers in relation to the management of M/s. Vinsons and their workmen which was received by the Central Government on 7-12-2006.

[No. L-31011/7/2002-IR (M)]
N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2-MUMBAI

PRESENT:

A. A. Lad : Presiding Officer

Reference No. CGIT-2/12 of 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. VINSONS

M/s. Vinsons,
407, EMCA House,
289, Shahid Bhagat Singh Road, Fort,
Mumbai-400 001.

V/s.

Their Workmen

The President,
Transport and Dock Workers Union,
P. D'mello Bhawan,
P. D'mello Road,
Carnac Bunder,
Mumbai-400 038.

APPEARANCES:

For the Employer : Mr. Ashish Ovalekar
Advocate.
For the Workmen : Mr. J. H. Sawant
Advocate.

Mumbai, dated 30th October, 2006.

AWARD

The Government of India, Ministry of Labour by its Order No. L-31011/07/2002 IR(M) dated 07-02-2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Vinsons Mumbai in not implementing the terms of settlement dated 19-11-90 by not paying the revised wages applicable to the Port & Dock Workers Mumbai to the office staff of M/s. Vinsons, Mumbai is legal and justified? If not, to what relief the workmen of M/s. Vinsons, Mumbai are entitled to? And whether the claim of the Transport & Dock Workers Union, Mumbai that the workers of M/s. Vinsons, Mumbai have been paid O.T. for having worked in day shifts to night shifts w.e.f. 1-8-2000 is correct? If so, what relief the workmen are entitled to?"

2. To support the subject matter referred in the reference, second party filed Claim Statement at Ex-5 stating that action taking by the first party in non revising and paying wages, allowances as per settlement dt. 2-8-2000 read with terms of settlement dated 19-11-1990 is illegal and unjustified. Said is disputed by first party by filing written statement at Ex-7. Issues are framed at Ex-13 and thereafter it was posted for recording evidence.

3. Meanwhile, both parties prayed to take matter in Lok Adalat and filed purshis at Ex-15 to dispose it off accordingly.

ORDER

In view of Ex-15, reference is disposed of in Lok Adalat.

Dt. 30-10-2006

A.A. LAD, Presiding Officer

LOK ADALAT

REFERENCE CGIT-2/12 OF 2003

PRESENT:

Shri Ashish Ovalekar : Advocate for Management

Shri J.H. Sawant : Advocate for Union

The dispute was settled in terms of consent terms dated 20-10-2006 (Ex-15). Posted for Award.

Sd/-	Sd/-
Nandini Menon	J.H. Sawant
Sd/-	Sd/-
Suresh Babu	(Ashish Ovalekar)
Panel Member	Advocate for the Company
Sd/-	Sd/-
M.B. Anchan	A.K. Koyande

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.2 AT MUMBAI.

Reference No. CGIT-2/12 of 2003

M/s. Vinsons : 1st Party

Versus

Their Workmen

Represented by Transport :
and Dock Workers Union 2nd Party.**CONSENT TERMS**

The Parties have now agreed to settle the present Dispute alongwith other two cases being Application No. LC. 2/80/2002 and Reference No. CGIT 2/63/2003 for a Total amount of Rs. 19,00,000 (Rupees Nineteen Lakhs only) upon the terms and subject to the conditions hereinafter appearing.

1. The 1st Party Company has permanently closed down its stevedoring business with effect from 1-11-2002 and the parties agree to this position.
2. The 1st Party Company had paid to the employees as mentioned in the Schedule, hereunder, all the legal dues, including one months Notice pay, Gratuity, Closure Compensation, Leave encashment, and the employees have received the same, alongwith their P.F. Dues, from the PF Commissioner's Office.
3. The 2nd Party Union agrees that the aforementioned amount is to be distributed proportionately to the 17 individual employees as has been agreed.
4. The 2nd Party Union agrees on the individual employees receiving the agreed amount shall make application to the Tribunal shall unconditionally withdraw the same as being settled between the workmen involved and the 1st Party Company.
5. The 2nd Party agrees that on the signing of this settlement deed, all Claims and disputes pending before the Central Government Industrial Tribunal No. 2 against the 1st Party company shall stand finally settled.
6. The 2nd Party has accepted the agreed amount in full and final settlement of claim and disputes for any arrears, monetary or otherwise, including the claims and disputes raised in all the 3 cases namely, Reference No. CGIT-2/63/2003, Reference No. CGIT 2/12/2003 and Application No. LC. 2/80/2002.
7. The 2nd Party agrees they shall not raise any further grievance or claim or dispute and all disputes concerning the employment of the employees whom they are representing, against the 1st Party Company, and all claims and Disputes, past or future shall stand finally settled.
8. It is agreed that all the employees concerned shall sign individual and separate receipts of settlement

of all the Disputes and shall furnish an individual and separate undertaking that the employees shall not raise any further grievance or claim of dispute and all disputes concerning them and the 1st Party shall stand settled.

The Parties, therefore pray that this Hon'ble Court be pleased to kindly dispose of the Reference in view of the aforesaid consent terms, and obliged.

dated this 20th day of October, 2006.

Sd/-

Sd/-

M/s. Transport And Dock
Workers Union

M/s. Vinsons

1. Mr. Mohan P. Bhandari

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT NO. -2ATMUMBAL.

Reference No. CGIT-2/63/2003

M/s. Vinsons, Stevedores, Contractors,
Clearing And Forwarding Agents : 1st Party**Versus**

Their Workmen

Represented by Transport
and Dock Workers Union : 2nd Party.**Alongwith**

Reference No. CGIT 2/12/2003

M/s. Vinsons, : 1st Party

VersusTheir Workmen Represented
by Transport and
Dock Workers Union : 2nd Party.**Alongwith**

Reference No. L.C. 2/80/2002

Shri M.P. Bhandary & Ors. : Applicants

Versus

M/s. Vinsons. : Respondents

Sr. No.	Name of the Employee	Amount Received	Signature
1.	Mr. Mohan P. Bhandari.	Rs. 151722.08	
2.	Mr. D.N. Narayani.	Rs. 125778.95	
3.	Mr. Mahesh P. Lulla.	Rs. 125374.70	
4.	Mr. Sanjay N. Kute.	Rs. 122857.96	
5.	Mr. Rajan N. Kute.	Rs. 122742.34	
6.	Mr. Naresh V. Padwal.	Rs. 118669.95	
7.	Mr. Ramesh K. Patil.	Rs. 124399.54	
8.	Mr. Ramesh M. Ramrakhaini.	Rs. 125704.39	

9. Mr. Deepak S. Thorat.	Rs. 123483.06
10. Mr. Suresh K. Sawant.	Rs. 108333.83
11. Mr. Saheb Ahmed.	Rs. 105310.90
12. Mr. Mohamad Ajmal.	Rs. 8927387
13. Mr. Prashant M. Golvankar.	Rs. 79686.02
14. Mr. Dilip R. Kadam.	Rs. 117273.53
15. Mr. Nana B. Shinde.	Rs. 80030.41
16. Mr. Vinayak S. Pandit.	Rs. 89697.72
17. Mr. Jagpal singh.	<u>Rs. 89660.75</u>
2. Ms. D.F. Narayani	
3. Mr. Mahesh P. Lulla.	
4. Mr. Snajay N. Kute.	
5. Mr. Rajan N. Kute.	
6. Mr. Naresh V. Padwal.	
7. Mr. Ramesh K. Patil.	
8. Mr. Ramesh M. Ramrakhaini.	
9. Mr. Deepak S. Thorat.	
10. Mr. Suresh K. Sawant.	
11. Mr. Saheb Ahmed.	
12. Mr. Mohamad Ajmal.	
13. Mr. Prashant M. Golvankar.	
14. Mr. Dilip R. Kadam.	
15. Mr. Nana B. Shinde.	
16. Mr. Vinayak S. Pandit.	
17. Mr. Jagpal Singh.	

Sd/-

Sd/-

Advocate for the
Applicants.Advocate for the
Respondents

(2nd Party)

(1st Party)

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5060.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकारण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/39/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-31012/7/2000-आई आर(एम)]
एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5060.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/39/2000) of the Central Government Industrial Tribunal/Labour Court, No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 7-12-2006.

[No. L-31012/7/2000-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL NO. 2, MUMBAI****PRESENT : A. A. LAD, Presiding Officer****Reference No. CGIT-2/39 of 2006****Employers in Relation to the Management of
Mumbai Port Trust**

The Chairman,
Mumbai Port Trust.
Mumbai.

AND

Their workmen

Shri Narayan Hari Prabhakar Represented by Mumbai
Port Trust Dock and General Employees

Union, Port Trust Kamgar Sadan, Nawab Tank Road,
Mazgaon, Mumbai.

APPEARANCE

For the Employer : Mr. M.B. Anchani; Advocate

For the Workman : Mr. Jaiprakash Sawant
Advocate

Date of reserving Award : 1st November, 2006

Date of passing of Award : 6th November, 2006.

AWARD

The matrix of the facts as culled out from the proceedings are as under:

2. The Government of India, Ministry of Labour by its Order No.L-31012/7/2000/IR(M) dated 26th May, 2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of the Management of Mumbai Port Trust is justified in terminating the services of Shri Narayan Hari Prabhakar from port service? If not, to what relief the workman is entitled?”

2. To support the subject matter in the reference, 2nd Party filed the Statement of Claim at Exhibit 6 stating and contending that, he was taken by the 1st Party as a Cook on 20th March, 1982. He worked there sincerely and without inviting any adverse remarks. However, in the year 1998 he was unable to report on duty due to sickness of his wife for 164 days from 3rd August, 1997 to 13th January, 1998. He remained absent as he was taking treatment for his wife from private Doctor and as his presence was required to look after her, he was unable to report regarding his absenteeism and cause behind that. 1st Party did not tolerate the absenteeism of the 2nd Party and gave him a memo dated 7-4-1998. Said was replied by 2nd Party with medical certificate. However, it was not considered. Charge sheet was served upon him. Enquiry was conducted. He was declared guilty of charge of “misconduct of frequently remaining absent unauthorisedly” and on the basis of that, he was dismissed from the employment. So he prayed to set aside the said order of dismissal stating that, punishment of dismissal against absenteeism is harsh and not proportionate.

3. This prayer is disputed by 1st Party by filing Written Statement at Exhibit 8 stating and contending that, 2nd Party habitual in remaining absent from duty. He was posted as Cook and his absenteeism was very much affected on the establishment of the 1st Party. Frequently he was remaining absent. Even in the year 1990 same thing happened when he was warned. Then again in 1997-98 he remained absent. Again charge sheet was served on him and enquiry was conducted and though he was warned not to remain absent without information or without sanction of the leave, he did not left that habit and continued to behave as he liked. Though he sent application with medical certificate dated 8-1-1998 about sickness of his wife no sympathy was shown to the 2nd Party since he was warned on same cause in past. Even he admitted his absenteeism and his habit of remaining absent without permission and intimation. In fact he was staying in the campus from where he could intimate 1st Party about his absenteeism by sending message through his colleagues or co-workers. However, he did not do it which reveals that, he is not interested in the employment. If at all he was cautious he ought to have intimated the reason behind his absenteeism and 1st Party might have considered it sympathetically. However, he did not take any lesson from previous warnings and to reflect even in the mind of

Disciplinary Authority who gave punishment of dismissal. So it is submitted that there is no point in considering the grievances of the 2nd Party as 1st Party has reason to take such action which is required to maintain.

4. In view of the above pleading Issues were framed by my Ld Predecessor at Exhibit 9. Initially Issue of fairness of enquiry and perversity of findings of the enquiry were decided to be heard first as preliminary Issues. However, both gave in writing on Exhibit 9 itself informing this Tribunal that, Tribunal, may decide all the Issues together. Accordingly I took those answer those as follows:

Issue	Findings
1. Whether the domestic inquiry held against the workman was as per the principles of natural justice?	Yes
2. Whether the findings of the inquiry officer are perverse?	No
3. Whether the action of the management of Mumbai Port Trust in terminating the Services of Shri Narayan Hari Prabhakar from the port services is legal and proper?	No
4. If not, what relief the workman is entitled to?	He is to be reinstated within two months from the date of this order and continuity of service but without giving benefit of back-wages.

Reasons :

Issues Nos. 1&2 :

5. These issue are regarding fairness of enquiry and perversity of the findings. However, evidence lead by 2nd Party on that point by examining himself by filing an affidavit at Exhibit 12 reveals when faced cross we find he admits that, he has not complaint regarding enquiry. He admits that decision taken by Enquiry officer about his absenteeism is just and proper. Even he admits that, he did not complain against the Enquiry Officer. So that was the only evidence led by 2nd Party and he closed his evidence by filing purshis at Exhibit 14. On that, Management examined Ramakant Dukhande at Exhibit 17 where he states that enquiry was fair and proper and finding not perverse. He states that ample opportunity was given to 2nd Party. He denies that Enquiry officer did not consider the explanation given by 2nd Party about his absenteeism.

6. So this is the evidence placed on record by both regarding enquiry and perversity of the findings. If we peruse the cross of the 2nd Party we find he admits that the enquiry was fair and findings not perverse. Even the Lt. Advocate for the 2nd Party submits that he has nothing to say about the enquiry and finding and want to stress the points of quantum of punishment. In this set of circumstances I conclude that, I need not spend time as well as sentences on the point of fairness of enquiry and perversity of the findings as that is not seriously challenged by the 2nd Party. So I observe enquiry fair and proper and finding not perverse. Accordingly I answer those issues to that effect.

Issue No. 3:

7. 2nd Party claims that, punishment of dismissal against absenteeism is not just and proper and is harsh one. It is a matter of record that, on absenteeism punishment of dismissal is given and warded on 2nd Party. It is a matter of record that, even in 1990 he was warned and after giving warning his absenteeism was ignored. It is also a matter of record that, in 1997-98 more precisely between 3-8-1997 to 13-1-1998, he remained absent without intimation for 164 days. It is a matter of record that he was staying in the campus of the 1st Party's establishment, still he did not intimate through his colleagues or any other mode as to why he was absent. Definitely this conduct of the 2nd Party is objectionable and it reveals that, he did not take any lesson though he was warned in 1990 about his same offence and i.e. of gross misconduct i.e. remaining absent unauthorisedly and without permission of the 1st Party which invite Regulation 3(1)(1A)(ii) of the Mumbai Port Trust Employees' (Conduct) Regulations, 1976.

8. Though he remained absent for 164 days, it is a matter of record that on 14-10-98 he submitted medical certificate of his wife which is not challenged by 1st party. Though 2nd Party is habitual, this time i.e. during 3-8-1997 to 13-1-1998 he was having good reason to remain absent. No doubt he ought to have intimated about sickness of his wife the reason behind his absenteeism to 1st Party and ought to have applied for leave. However, he did not do it as per his habit.

9. One has to see as to why he did not intimate? No doubt, he has not explained about non-intimation to the 1st Party regarding sickness of his wife still one can understand whether it can come in the mind of employee like this to intimate employer and seek permission to remain absent to treat his wife? It is to be noted that, he is a Cook. One has to note his status and his thinking capacity. Also one has to see whether he may be having knowledge or manners regarding intimation or office procedure, person working on the post of the Cook definitely may not be having such an idea in what way all these things are to be followed and in what manner it is to be intimated on that point to employer. Besides, it is not that, he was not aware that in 1990 he was warned

not to remain absent without intimation. According to me, his status of a Cook which may not permit him to think over it and follow it and it may not have permitted him to develop that habit of giving intimation to the employer. Still definitely dismissal for absenteeism is harsh and not proportionate punishment. The reasons for remaining absent for 164 days at the most ought to have been treated as Leave Without Pay and stoppage of one or two increments would have been sufficient punishment as happened in his case in 1990. Besides, after 1990, absenteeism arose in 1997-98. So there was a gap of 7 years. It does not mean that, he is habitual in remaining absent. At the most it can be said that, he is habitual of not intimating the employer about his reason in absenteeism and seek permission for it and according to me his mind set when he is working as a Cook may not permit him or may not encourage him or may not push him to give such an intimation to the employer.

10. The sickness of wife of the 2nd Party is not challenged by 1st Party. Even the concerned Doctor was not examined by the 1st Party to disprove that the 2nd Party was not having good reason to remain absent. Even the Medical Certificate is not objected by the 1st Party. Admittedly 1st Party admits the position of sickness of the wife of the 2nd Party. When 1st party admits that 2nd Party's wife was sick, definitely one has reason to look after the wife. Perhaps there may not be any manpower to look after the sickness of his wife and for that, his presence might have been required. No doubt no details are given by the 2nd Party but generally when statement of sickness of his wife is made by 2nd Party and which is proved and not challenged by the 1st Party one has to consider it.

11. So if we consider all this coupled with reasons behind absenteeism assigned by 2nd Party workman which is not challenged by the 1st Party I am of the view that, the 2nd Party was having good reason to remain absent but was not having good reason not to intimate 1st Party about his absenteeism.

12. Action was taken by the 1st Party against 2nd Party on 14-1-1998. We are in November, 2006. For those days 2nd Party was without job, without payment and without work of the 1st party. He did not work for 1st Party I think 2nd Party's without work is the punishment which is more than sufficient for not intimating about his absenteeism to 1st Party.

13. If we consider all this coupled with reason behind absenteeism of 2nd Party, I conclude that, reinstatement of 2nd Party without back wages but continuity of duty will meet the ends of justice. So I answer these issues to that effect and I conclude that, 2nd Party be reinstated within two months from the date of this order with continuation of service but without giving the benefits of back wages.

14. In view of the discussions made above I conclude that, reference requires to be partly allowed. Hence, the order:

ORDER

- (a) Reference is partly allowed;
- (b) 1st Party is directed to reinstate the 2nd Party Narayan Hari Prabhakar within two months from the date of this order, and give him benefits of continuity of service;
- (c) Prayer of the 2nd Party for payment of back wages is rejected;
- (d) No order as to its costs.

Mumbai,

6th November, 2006.

A.A. LAD, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5061.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कारखेना डोलोमाइट खादन एवं अग्रवाल मिनेरल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/181/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2006 को प्राप्त हुआ था।

[सं. एल-29012/24/96-आई आर(एम)]
एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5061.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/L.C/R/181/96) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Karkhena Dolomite Khadan & Agrawal Mineral and their workman, which was received by the Central Government on 07-12-2006.

[No. L-29012/24/96-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/181/96

Presiding Officer : SHRI C. M. SINGH

Shri Harichandra Das,
C/o. Raj Kumar Tiwari,
Dharmamini, Secretary,
Chhattisgarh Mines Shramik Sangh,
Branch Hariram Mine,
Distt. Bilaspur

...Workman/Union

Versus

The Mine Owner,
Karkhena Dolomite Khadan & Agarwal Mineral,
Niwas Lajpat Rai Nagar,
Madhya Nagri Chowk,
Juni Line, Bilaspur
...Management

AWARD

Passed in this 14th day of November, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-29012/24/96-IR (Vividh) dated 20-9-96 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Karkhena Dolomite Mines of Agarwal Minerals, Bilaspur in terminating the services of Shri Hari Chand Das S/o Budh Ram Das, Ex-Raizing Mazdoor, w.e.f. 3-9-95 vide office order dated 2-9-95 is justified? If not, to what relief the workman is entitled?”

2. After the reference order was received, it was duly registered on 1-10-96 and notices were issued to the parties to file their respective statements of claim. Inspite of sufficient service of notice on the parties, they failed to put in appearance and to file their respective statements of claim. Under the above circumstances, this tribunal was left with no option but to close the reference for award. Consequently the reference was closed for award.

3. Since none of the parties put in appearance inspite of sufficient service of notice on them, it clearly means that the parties are not interested in this reference. It appears from the above that perhaps no dispute is left between the parties and therefore they have not put in their appearance.

4. Under the above circumstances, this tribunal is left with no option but to pass no dispute award. Therefore no dispute award is passed without any order as to costs.

5. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5062.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन स्टीमर एजेन्ट्स एसोसिएशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/इकेएम/आईडी/186/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2006 को प्राप्त हुआ था।

[सं. एल-35011/6/99-आई आर(एम)]
एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5062.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/EKM/ID.186/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cochin Steamer Agents Association and their workman, which was received by the Central Government on 07-12-2006.

[No. L-35011/6/99-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 24th day of November, 2006/
3rd Agrahayana, 1928)

I.D. 186/2006

(I.D. 5/2000) of Labour Court, Ernakulam

Workman/Union : The General Secretary,
Cochin Port Cargo Labour Union,
Eraveli Junction,
Kochi-682 001.

Adv. Shri C. Anil Kumar

Management : 1. The Chairman, Governing Body,
Cochin Steamer Watchman's
Scheme,
Pierce Leslie Building,
Bristow Road, W. Island
Kochi-682 003.
2. The President,
Cochin Steamer Agents'
Association,
W. Island, Kochi.

Adv. M/s B.S. Krishnan Associates

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

“Whether the demand of the union for providing employment as steamer watchmen to the dependents of those steamer watchmen who died in harness and of those who have become physically disabled while in service is justified? If so, to what relief the dependents are entitled?”

2. When the matter came up for evidence the counsel for the union reported that he has no instruction from the union. The Union Secretary is also absent. None of the

aggrieved workers is also present. Hence it is presumed that the union has no subsisting dispute.

3. In the result, an award is passed finding that the demand of union, for providing employment to the dependents of steamer Watchmen who died in harness and those who became physically disabled, is not justified. No cost.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 24th day of November, 2006.

APPENDIX : NH

P.L. NORBERT, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

S.O. 5063.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. पी. स्टेट मार्फिनग कॉर्पोरेशन लिमिटेड के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संलग्न सीबीआईटी/एलसी/आर/254/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-29011/39/92-आई आर (एम)]

एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5063.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/254/93) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M.P. State Mining Corporation Ltd. and their workman, which was received by the Central Government on 7-12-2006.

[No. L-29011/39/92-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/254/93

Presiding Officer : SHRI C. M. SINGH

The General Secretary
Madhya Pradesh Khadan Swatantra
Mazdoor Sangathan, Baraduar
Distt. Bilaspur

Workman/Union

Versus
The Managing Director
M.P. State Mining Corporation Ltd.,

Management

Surya Complex,
Opposite Habibganj Police Station,
Arera Colony, Bhopal

Bench of Lok Adalat

1. Shri C. M. Singh, Presiding Officer CGIT-Cum-Labour Court, Jabalpur	Chairman
2. Shri Shailendra Pandey, Advocate	Member
3. Shri Liyakat Ullah, Advocate	Member

AWARD

Passed on this 26th day of November, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-29011/39/92-IR(Misc) dated 22-12-93 has referred the following dispute for adjudication by this tribunal :—

“Whether the demand of Madhya Pradesh Khadan Swatantra Mazdoor Sangathan, Baraduar, Distt. Bilaspur are justified in demanding wages Rs. 26.42 per day for the workmen working on the crusher at Hirapur from M/s. M.P. State Mining Corporation Ltd.? If yes, what relief, workmen are entitled to?”

2. After the reference order was received, it was duly registered on 28-12-93 and notices were issued to the parties to file their respective statements of claim. During the pendency of this reference case, the President of Union moved application mentioning therein that now no dispute is left between the parties and the reference be closed. Shri R.C. Shrivastava, Advocate counsel for management identified the signature of Shri Beniram Sahu, General Secretary of Madhya Pradesh Khadan Swatantra Mazdoor Sangathan, on the said application. He also made an endorsement on application that he has no objection on behalf of management if the application is allowed. It clearly indicates that now no dispute is left between the parties and therefore it shall be just and proper to pass no dispute award in this case. Consequently no dispute award is passed without any order as to cost.

3. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C.M. SINGH, Chairman
SHAILENDRA PANDEY, Member
LIYAKATULLAH, Member

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. पी. स्टेट मार्झिनिंग कॉर्पोरेशन लिमिटेड के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के

पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/7/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-29011/39/2005-आई आर(एम)]

एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5064.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/7/2006) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M.P. State Mining Corporation Ltd. and their workman, which was received by the Central Government on 7-12-2006.

[No.L-29011/39/2005-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/7/2006

Presiding Officer : SHRI C. M. SINGH

Workman/Union : Shri Ganesh Rawat,
Regional Secretary,
M.P. Khadan Swatantra Mazdoor
Sangathan,
C/o M.P. State Mining Corporation,
Sub-Office, Hirapur,
Sagar (M.P.)

Versus

Management : The Managing Director
M.P. State Mining Corporation,
Puryawas Bhavan, 11nd Floor,
Arera Hills, Jail Road,
Bhopal (M.P.)

Bench of Lok Adalat

1. Shri C. M. Singh, Presiding Officer CGIT-Cum-Labour Court, Jabalpur	Chairman
2. Shri Shailendra Pandey, Advocate	Member
3. Shri Liyakat Ullah, Advocate	Member

AWARD

Passed on this 26th day of November, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-29011/39/2005-IR(M) dated 16-2-2006 has referred the following dispute for adjudication by this tribunal :—

“क्या प्रबन्धतंत्र प्रबन्धन निदेशक, एम.पी. स्टेट मार्झिनिंग काप., भोपाल म.प्र. के प्रबन्धन द्वारा श्रम संघ की मांग कि श्रमिकों

को मकान किराया मासिक रूपए 30 से बढ़ाकर रूपए 100 प्रतिमाह करने की मांग करना न्यायोचित है? यदि नहीं तो, संबंधित कर्मचारी/का संगठन किस अनुतोष का हकदार है?"

2. After the reference order was received, it was duly registered on 22-3-2006 and notices were issued to the parties to file their respective statements of claim.
3. During the pendency of this reference Shri Ganesh Rawat, Regional Secretary, Madhya Pradesh Khadan Swatantra Mazdoor Sangathan, Sub Office Hirapur, Sagar moved an application with the prayer that no dispute is left between the parties and therefore the reference be closed. Shri R.C. Shrivastava, Advocate the learned counsel for the management conceded to the above request made by the General Secretary of the Union. As no dispute is left between the parties, it shall be just and proper to pass no dispute award in this case. In view of the above no dispute award is passed without any order as to costs.
4. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C.M. Singh,

P.O. GCIT Cum Labour Court Jabalpur,	Chairman
Shailendra Pandey Advocate	Member
Liyakat Ullah Advocate	Member

P.L. NORBERT, Presiding Officer

APPENDIX : Nil

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5065.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिमेन्ट कॉर्पोरेशन ऑफ इंडिया लिमिटेड के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय II, नई दिल्ली के पंचाट (संदर्भ संख्या आई.डी. संख्या-55/2003, 46/2003, 52/2003 और 54/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-29011/93/2002-आई आर (एम);
एल-29011/100/2002-आई आर (एम);
एल-29011/92/2002-आई आर (एम);
एल-29011/90/2002-आई आर (एम);
एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

“S.O. 5065.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID No. 55/2003, 46/2003, 52/2003 and 54/2003) of the Central Government Industrial Tribunal/Labour Court II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cement Corporation of India Limited and their workmen,

which was received by the Central Government on 07-12-2006.

[No. L-29011/93/2002-IR (M);
L-29011/100/2002-IR (M);
L-29011/92/2002-IR (M);
L-29011/90/2002-IR (M);
N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, REJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE NEW DELHI

Presiding Officer : R. N. RAI

I. D. Nos. 55/2003, 46/2003, 52/2003
and 54/2003

In the matter of :—

Shri Sunil Kumar Gaur and 39 Ors..
C/o President,
Cement Corporation of India Ltd.
Delhi Grinding Unit Workers' Union,
Okhla Industrial Area, Phase-I,
New Delhi-110020.

VERSUS

The General Manager,
Cement Corporation of India Ltd.
Delhi Cement Grinding Unit,
Okhla Industrial Area, Phase-I,
New Delhi-110020.

AWARD

The Ministry of Labour by its letter Nos. L-29011/93/2002-IR (M), Central Government, dt. 01-04-2003, L-29011/100/2002-IR (M), Central Government, dt. 01-04-2003, L-29011/92/2002-IR (M), Central Government, dt. 01-04-2003, and L-29011/90/2002-IR (M), Central Government, dt. 01-04-2003 has referred the following points for adjudication.

The points run as hereunder :—

“Whether the demand of the CCI/DGU Workers' Union in relation to absorption/regularization of the services of contract labourers, namely S/Shri Sunil Kumar Gaur, Ram Ratan, Lalan J. K. Day, Puran Singh, Ram Bali, Devender Kumar, Ram Kirpal Thakur, Satinder Singh, Ram Shakal Rai, Sadhu Ram, Fuzil Ahmed, Avshish Saxena and Smt. Alka Devi who worked in the Delhi Cement Grinding Unit of Cement Corporation of India, Okhla Industrial Area, New Delhi is just, fair and legal? If yes, what relief these workmen are entitled to and from which date.”?

“Whether the demand of the CCI/DGU Karamchhari Sangharsh Union in relation to regularization of the services of 17 employees (as per list) from the date of joining in the Delhi Cement Grinding Unit of Cement Corporation of India, Okhla Industrial Area, New Delhi is just, fair and legal? If yes, what relief the workmen are entitled to and from what date.”?

"Whether the demand of the CCI/DGU Workers' Union in relation to absorption/regularization of the services of contract labourers, namely S/Shri B. K. Shukla, Rabinder Kumar Sinha, Rajesh Singh, Binay Kumar Choudhary, Pyare Lal, Bhupal Singh, Kamal Prakash and Shri Anuj Kumar who worked in the Delhi Cement Grinding Unit of Cement Corporation of India, Okhla Industrial Area, New Delhi is just, fair and legal? If no, what relief workmen are entitled to and from what date."?

"Whether the demand of the CCI/DGU Workers' Union in relation to absorption/regularisation of the services of contract labourers, namely S/Shri Umesh Kumar Yadav, Manvir Singh, Anil Kumar Rai, Bipin Keshtri Roy, Dadan Tiwari and Smt. Radha Devi who worked in Delhi Cement Grinding Unit of Cement

Corporation of India, Okhla Industrial Area, New Delhi is just, fair and legal? If yes, what relief workmen are entitled to and from what date."?

ID. Nos. 55/2003, 46/2003, 52/2003 & 54/2003 involve common dispute. These are connected cases and they can be adjudicated by common award. The grounds of all the four cases are the same. So these cases are taken up together.

The workmen applicants have filed claim statement. In their claim statement they have stated that they were employed with M/s. Cement Corporation of India Limited Grinding unit, Okhla Industrial Area, New Delhi - 110 020, a company registered as a wholly owned Govt. of India Company. The details of the workmen services whose names appear in the order of reference are as under :—

The workmen of ID No. 55/2003.

Sl. No.	Name	Father's Name	Post Held	Date of Joining
1.	Sunil Kr. Gaur	Shri Murari	Excise Clerk (Mktg.)	February, 1996
2.	Ram Ratan	Shri Ram Pr. Thakur	Helper	15-03-1990
3.	Lalan	Sh. Jauno Pd.	Helper	17-03-1987
4.	J.K. Day	Sh. Nepal Day	Helper	17-03-1987
5.	Puran Singh	Sh. Raju Ram	Peon	06-01-1989
6.	Ram Bali	Sh. Basu Deo	Mali (Mazdoor)	15-01-1990
7.	Devender Kumar	Sh. Daya Chand	Helper (Elect. Dept.)	10-05-1988
8.	Ram Kirpal Thakur	Sh. Ram Chander Thakur	Helper	23-10-1991
9.	Satinder Singh	Sh. Karit Pd.	Mali (Mazdoor)	12-03-1990
10.	Ram Shakal Rai	Sh. Sheetal Rai	Operator	14-04-1989
11.	Sadhu Ram	Sh. Surju Ram	Mazdoor	January, 1987
12.	Fuzail Ahmed	Sh. Basir Ahmed	Helper	08-01-1996
13.	Avshish Saxena	Sh. Vijay Bahadur Saxena	W.B. Clerk (Production)	September, 1991
14.	Alka Devi	D/o. Sh. Avdesh Pd., W/o. Sh. Mahesh Pd.	Peon (Fin/g. M. Office)	01-01-1994

The workmen of ID No. 46/2003.

Sl. No.	Name of Workmen	Date of Joining	Kind of Employment
1.	Sh. Shriram Chaurasis	Feb., 1992	Computer Clerk
2.	Sh. Chandrasekhar Das	26-08-1991	Despatch Clerk
3.	Sh. Chabi Lal	21-03-1997	Peon
4.	Sh. Satyander Kr. Singh	Dec., 1997	Supervisor (Civil)
5.	Sh. Arvind Kr. Tripathi	Feb., 1996	Supervisor (Instrumentation)
6.	Sh. Prakash Kr. Champati	01-02-1990	Peon
7.	Sh. Sivender Kr. Sharma	16-07-1992	Clerk
8.	Sh. Vikaram Singh	May, 1995	Worker (Casual)

Sl. No.	Name of Workmen	Date of Joining	Kind of Employment
9.	Sh. Mahender Das	12-06-1993	Worker (Casual)
10.	Mt. Niria Sharma	March, 1995	Clerk
11.	Sh. Santosh Kumar Jha	28-10-1998	Electrical Helper
12.	Smt. Sumitra Devi	17-09-1992	Peon
13.	Sh. Ashok Kumar Singh	June, 1996	Clerk cum Telephone Operator
14.	Sh. Srinivas Kr.	Nov., 1989	Peon

The workmen of ID No. 52/2003.

Sl. No.	Name of Workmen	Date of Joining	Kind of Employment
1.	Sh. B.K. Shukla	14-07-1990	WBA/Clerk
2.	Sh. Rajesh Singh	18-04-1995	Automobile Supervisor
3.	Sh. Binay Kumar Choudhary	20-12-1995	Casual Worker
4.	Sh. Pyare Lal	22-01-1994	Mazdoor
5.	Sh. Bhupal Singh	13-03-1992	Helper
6.	Sh. Kamal Prakash	24-04-1990	Water Pump Operator
7.	Sh. Anuj Kumar	16-08-1990	Helper

The workmen of ID No. 54/2003.

Sl. No.	Name of Workmen	Date of Joining	Kind of Employment
1.	Sh. Umesh Kumar Yadav	08-01-1991	Clerk (Marketing & Finance Deptt.)
2.	Sh. Manwar Singh	24-12-1991	Typist cum Clerk (Production Deptt.)
3.	Sh. Bipin Keshari Roy	01-07-1991	Packing Plant Supervisor (Mechanical Deptt.)
4.	Sh. Dadan Tiwari	07-11-1990	Peon (Marketing Deptt.)
5.	Smt. Radha Devi	12-03-1991	Clerk/Assistant (Finance Deptt.)

That the above said workers have been continuously working from their respective dates of joining with artificial breaks and they are being treated as daily wages, contract workers by the management with an intention to deprive them of their legal rights to get the same scales of pay, wages and other implements which are being given to regular and permanent employees discharging same and similar duties. The workmen shown above were and are being paid the minimum wages fixed by the Delhi Government as revised from time to time. The equal pay for equal work and other facilities and benefits which are being paid to the permanent employees/workmen of the management corporation are totally denied to the above named workmen.

That the workers whose names appear in the order of reference have been engaged by the management corporation from last 10 to 12 years and it is evident from the fact that the workmen who are continuously working with the management corporation are permanently required

by the management corporation but just to deprive them from various facilities and benefits being paid to permanent employees of the management corporation treated these employees as daily rated or contract workers.

That the workmen are engaged as work Clerk, Helper, Mazdoor, Mali and other post with the management corporation and the work which they are performing, is connected with the principal function of the management corporation and perennial in nature. The work requires regular employment.

That the so called contract is a device of exploiting the workmen. The work is available throughout the year round the clock as the workmen have been employed through out the year and not for one or two years but from last 10 to 12 years. The so called contract basis appointment is unilateral as the workmen had no other choice except to accept the employment under the prevailing circumstances of great unemployment problem in the country, just for survival of self and dependent in word. Such contract

arrangement in compelling circumstances cannot be termed contract with free consent. In the absence of free consent an agreement does not become a valid contract having binding force. Even otherwise in the matter of such employment the terms of contract cannot be applied mathematically or mechanically as in commercial matters.

In the service matters socioeconomic aspect is involved. The human lives are on peril. An arrangement be it called contract or daily wages is to be read along with the principle of natural justice, fair play, equity, justice and good conscience not arbitrary or unreasonable. Thus, this so called employment of adhoc/temporary basis is a fraud, cheating, a device of exploitation and flouting the provision of the ID Act, 1947, the Equal Remuneration Act, Article 14, 16, 21, 23 and 39 (d) of the Constitution of India. The right of livelihood has been recognized by Hon'ble Supreme Court of India as fundamental right of the citizen flowing from the Article 21 of the Constitution of India.

The management corporation always needed the services of the workmen continuously and regularly but to avoid the payment of the legal dues of regular clerk and other regular posts to the workmen, the management has adopted the method of flouting laws, as if the management is sincerely following the labour laws and the provision of the Constitution of India. The non-regularization/absorption of the services of the workmen as Clerk, Helper, Mali, Mazdoor or Peon or of the other post in proper pay scale is wholly illegal, bad, unjust and malafide.

That the workmen have been working at site of the management corporation under direct control and supervision of the officials of the management. Necessary instructions, advice, action are being given to the workmen.

That the workmen joined the services in the year 1987, 1989, 1990, 1991, 1992 & 1996 (approximately 10 years) as Clerks, Courier Messenger etc. in Delhi Grinding unit of the management. They were providing all the services to the management and were transferred from one department to another department on the basis of exigencies of work. The workmen are discharging the work of a permanent and perennial nature which is primary essential for the management to continue its activities. The contribution to PF account etc. and bonus are directly made by the corporation.

That the workmen are discharging duties of permanent and perennial nature, however the management has not treated the concerned workmen as permanent employees though they have been engaged for the last 7 to 13 years in order to deprive these workmen of their rights to getting salary/wages/employment which are being paid to regular or permanent employees discharging the same and similar duties. This action on the part of the management amounts to unfair labour practice as has been envisaged in the ID Act, 1947. Schedule V enacted under section 2(ra) of the ID Act. The clause 10 of the Schedule V reads as under :

"10. To employ workmen as Badlis, Casuals or Temporary and to continue them as such for years, with the object of depriving of the status and privileges of permanent workmen."

That the workmen concerned are also deprived of their legal right to get same scale of the pay and other benefits which have been given to the regular employees employed by the management. Admittedly it cannot be said by any stretch of imagination that the work which the concerned workmen have been continuously doing is of intermittent and sporadic type. On the contrary the fact that the workmen have been continuously working with the management for a period of more than 10 to 15 years proves beyond any doubt that the work of the workmen concerned is of permanent and perennial in nature and the same is closely connected with the main activities of the management.

That as per the general conditions of contract and sales of the management or as per Cement Wage Board, 1981 no employee can be employed under the contract labour system. In such circumstances there cannot be a contract labour system in contravention of the aforesaid rules and regulations.

That the status of these workmen is also frequently changed by the management according to their convenience from adhoc to daily rated or from daily rated to contract workers.

That the management corporation with effect from 01-04-1999 have engaged Shri Kapil Garg, Yusuf Khan, D.S. Chauhan etc. as labour contractors and services of the workmen concerned have been shifted under the control of such labour contractors. The daily rated workmen are being paid through labour contractors who are being paid 10% commission per daily wages. Various questions marks have been raised by the auditor of the management in regard to these contractors and the system of paying 10%. Prior to 01-04-1999, the management had adopted a practice to appoint one of the employee of the corporation including adhoc employee to function as contractor and the management used to give 10% commission to the so called contractor (employee of the corporation). Sometimes the management corporation used to show engagement of persons as contract labourers and the so called contractor was one of the contract labour himself, who used to get 10% as commission. The contractors were given work charge for the period of three months on rotation basis.

That all the labour contractors namely Kapil Garg, Yusuf Khan and Shri D.S. Chauhan under whom the workmen herein have occasion to serve as contract worker are not the registered contractor. There was no arrangement between the management and the said contractor as reported in auditors report appointed by the management. These contractors do not satisfy any of conditions mentioned in Contract Labour (Regulation & Abolition)

Act, 1970. The Labour contract system is nothing but sham show and smoke screen. The labour contractors who were appointed earlier were having no licence. The workmen have been working for the last 10 to 15 years.

That the workmen concerned herein have been working since its inception i.e. starting of grinding unit till date either as daily wages or contract employee. They had to report directly to CCI and they were always under constant supervision of CCI. The CCI has been making payment to the workmen herein directly. The workmen have also been subjected to departmental proceedings by the CCI. Whenever, workmen herein were sent out of Delhi, they were paid TA/DA by the CCI directly. The workmen herein and other persons are under direct contract and supervision of CCI.

That from the above facts it is clear that the contract labour system adopted by the management was nothing but sham show bogus, camouflage and mere an eye wash.

That the workmen concerned and other workmen filed a writ petition in the Hon'ble High Court of Delhi vide CWP No. 5026 of 1999 when inspite of the lapse of substantial period the services of the workmen were not regularized. The Hon'ble Delhi High Court after hearing the parties directed the workmen to approach the appropriate authority provided under the ID Act, 1947. The operative part of the order dated 18.12.2001 which is last para of the order reads as under :

"The Constitution Bench of the Hon'ble Apex Court in Steel Authority of India's Case (supra) has recently opined that in the judgment they have used the expression "Industrial Adjudicator" by design as determination of the question aforementioned requires inquiry into disputed question of facts which cannot conveniently be made by the Hon'ble High Court in exercise of jurisdiction under Article 226 of the Constitution. Therefore, in such case the appropriate authority to go into these issues will be Industrial Tribunal/Court whose determination will be amenable to judicial review."

For all these reasons the writ petition is not maintainable and is dismissed. Its rejection by these orders would not in any way preclude, fetter, restrict or affect the jurisdiction of the Industrial Adjudicator if any when its jurisdiction is invoked by the petitioner.

That the workmen concerned along with other workmen filed an LP A No.24/2002 which was withdrawn by the appellant on the ground that appellant would like to file a review petition before the Single Judge. The said LPA was dismissed as withdrawn.

That thereafter a review petition had been filed by the workmen concerned along with other workmen. The review petition has dismissed on the ground that as per the decision of the Hon'ble Supreme Court in Steel Authority of India Limited and others etc. Vs. National

Union Water Front Worker and other relief under Industrial Disputes Act is available to them.

That a Civil Writ Petition was also filed by the Union in the Hon'ble Delhi High Court with a prayer to direct the CCI Corporation to not sale out or transfer the ownership of the units belonging to the corporation without fixing the liability of the adhoc employees and contract labourers. The said writ petition was disposed by the Hon'ble High Court of Delhi with the direction that the petitioner union may raise these issues before the Industrial Adjudicator.

That thereafter the CCIDGU Workers Union raised a dispute of regularization/absorption of the concerned workmen before the Conciliation Officer but due to the adamant attitude of the management no settlement arrived and thus a failure report was sent to the appropriate Government by the conciliation officer which resulted into the present reference. The union also made representation to the Hon'ble Labour Minister, Central in this regard.

That non absorption/regularization of the workmen concerned by the management even though there is a permanent need and sanctioned post for the employment of such person in order to execute the functions and activities of the management is illegal, unconstitutional and unfair labour practice.

The management has also regularized the services of some persons who were juniors to the workmen.

That the union has espoused the cause of its members and the union has raised the present Industrial Dispute to the effect that the action of the management in appointing the workmen herein on contract basis with artificial breaks in services is unjust, improper, malafide, illegal, unfair labour practice and contrary to the settled law on the following amongst others grounds.

Because the management has adopted and pursued an unfair labour practice by employing workmen as badlis, casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privileges of permanent workmen in meeting its requirements by engaging the employees on contract basis. The experience over the last 7 to 13 years is indicative of the fact that services of the workmen are definitely required for the day to day functioning of the management/corporation.

Because it is unfair to take away the right created in the favour of the workmen herein because of pecuniary implications of the corporation concerned.

Because the requirement of workmen concerned for management is perennial in nature. Because the management has been resorting to making contractual engagement with a view to exploit the concerned workmen.

Because the workmen herein have become overage after having worked with the management for several years approximately over a decade and cannot seek employment elsewhere.

Because the management has been flouting the provisions of ID Act, Article 14, 16, 21, 23, 39 (d) of the Constitution of India. The Equal Remuneration Act, the principle of equal pay for equal work and principles of natural justice.

Because the management has regularized the services of some persons who were juniors to the workmen herein and thus violative of principle of equity. That no other case is pending before any court of law except this one for regularization/absorption of the workmen herein.

The management has filed written statement. In the written statement it has been stated that the present dispute is not an industrial dispute as defined under section 2 (k) of the ID Act, 1947 and accordingly the present proceedings are outside the jurisdiction of this Hon'ble Tribunal. The dispute has neither been espoused by a union having representative character qua the replying management nor has the support of substantial number of workmen employed with the management. Accordingly the present proceedings are liable to be rejected on this ground alone.

That the claimants were never in the employment of the replying management and thus question of regularization of their services does not arise. To the information of the replying management the claimants are the employees of one M/s. Jai Bhawani Shivaji Engineering (P) Limited who is having its office at 406 Surnmeru Apartment, Kaushambi, Ghaziabad (UP). The replying management has no privity of contract with the claimants. The claimants are working under the direct control and supervision of the above referred contractor. The above referred contractor has not been made a party to the present proceedings. The present proceedings are thus liable to be rejected. In the alternative notice of the present proceedings be issued to the above referred contractor and it be made a party to the present proceedings, if such procedure is permissible in law.

That the claimants are not workmen as defined under Section 2(s) of the ID Act, 1947. There is no contract of employment between the parties. Even otherwise, as per the showing of the claimants themselves, some of the claimants are working in supervisory capacity and their wages are more than the statutory limit as contemplated in Section 2 (s) of the ID Act, 1947. On this ground also the present proceedings are liable to be dismissed.

That some of the claimants are seeking regularization as Supervisor, Computer Clerk. It is submitted that there are no such sanctioned regular posts with the replying management and thus no case of regularization on these posts arise.

That the claimants do not fulfill the qualification for the claimed posts. The claimants being employees of the Contractor never disclosed their qualifications to the

replying management. As the claimants are not having the requisite qualifications, no issue of regularization arises.

That the replying management is running a company namely CCI Limited which was incorporated for the production and making of cement 100% share holding presently rests with the Central Government. The CCI Limited has already been declared a sick company by the Board of Industrial and Financial Resolution (BIFR). Thus the present proceedings are liable to be stayed in view of Section 22 of the Sick Industrial Companies (Special Provision) Act, 1985 until the claimants seek permissions from the BIFR to proceed in the present case.

That the CCI Limited is a sick Undertakings. As per the order of BIFR there is ban on further employment/recruitment. The Government auditors at the time of audit of the replying management have also objected to continuation of the contract labour vide letter dated 6-08-2003. On account of financial crunch and lack of work the contract with the contractor has been suspended. The process of privatization is in a very advanced stage of finalization. The Central Government has also decided to close down seven out of ten units on the ground of unviability and necessary permission has also been accorded by the Hon'ble BIFR in its meeting held on 28.01.2004 to the corporation for moving application to the appropriate Government for closure of 7 units including DCGU and further action on the same is under process. In an attempt to reduce the manpower, the management has also rolled back the retirement age of its employees from 60 to 58 years. By way of VRS the strength of employees have also been drastically reduced from 4800 to 1620 during the last three years. Seven units are not doing any production. The DCGU Unit at Delhi is also not doing any production for the last more than five years where the claimants are allegedly employed. As such the claimants were also not doing any work for the last about five years i.e. since February, 1999. The management cannot take any financial burden. Moreover, these claimants cannot be seen in isolation, as there are similarly placed persons at other units of the Company all over India.

The CCI Limited is surviving on the basis of non-plan financial support by way of loan from the Government. The Government Auditors have raised objection on continuation of contract labour. Since the management is surviving on the basis of financial support by way of loan from the Government and there is no possibility of getting financial support after the audit objection. Accordingly the management has been forced to suspend the contract with the contractor till further order. The Government is not even a party to the present proceedings.

That the alleged CCI/DGU Workers' Union has moved a memorandum dated 6th September, 2003 before replying management seeking severance of the alleged relationship with the management by getting compensation

as per VRS in vogue of CCI Limited. Thereafter, the alleged union has also moved the Labour Department of the Central Government. In the said application claimants have stated that they are not interested in working with the management. Once the claimants themselves are seeking severance of the alleged relationship with the replying management no question of their regularization would arise. On this ground also the present proceedings are liable to be dismissed.

That some of the claimants are seeking regularization as Helper, Operator and Mali etc. It is denied that there is no such sanctioned post with the replying management and thus there is no case for regularization on these posts.

That it is submitted that in view of provisions of Section 22 of the Sick Industrial Companies (Special Provisions) Act, 1985 (SICA), order of reference and consequently the present proceedings are without jurisdiction. In any event the proceedings are liable to be stayed and claimants be directed to move the appropriate authority for permission to proceed in the present case. Until such permission is granted by the appropriate authority, proceedings and the consequent award shall be without jurisdiction and void ab initio.

That the claimants being the employees of the contractor were not required to disclose these details' to the management and the information is with the contractor. The alleged details of date of joining in the corporation and post held by the claimants are denied.

That it is denied that the claimants have been continuously working with the replying management as alleged. The claimants have been working with the contractor. The claimants cannot claim parity with the regular employees of the management who were appointed in accordance with the prescribed norms and after open competition. The principle of equal pay for equal work has no application in the facts and circumstances of this case.

That the dates of appointment given by the claimants are fictitious and imaginary. Further as already submitted there is no work at all for the claimants and thus the question of permanent requirement or job being of perennial nature does not arise. The DCGU Plant at Delhi is lying closed for five years and the claimants are not doing any work at all. It is denied that the management/corporation is seeking to deny any benefit to the claimants. All benefits as available to the claimants in accordance with the law were made available by the contractor.

That there is no production in 7 out of 10 units including DCGU of the replying management. The CCI Limited is surviving on the basis of non-plan financial support by way of loan from the Government. The management has no financial capability to take any further financial burden. As already submitted there is no production at all at DCGU nor there is/was any perennial requirement for persons such as claimants.

That it is denied that there is any exploitation of

claimants in any manner as alleged or otherwise. There is no work available with the management for the claimants. The claimants are not doing any work for the last five years. As already submitted the claimants do not fulfill the requisite qualifications for various posts. On this ground also, no question of regularization arises.

That the action of the replying management is legal, valid and justified in all respects. The true and correct position has already been submitted.

That it is denied that claimant have been performing work under direct control and supervision of the replying respondent as alleged or otherwise. The claimants were working under direct supervision and control of the contractor.

That the allegations mentioned in paragraphs under reply are fictitious. The claimants have been working with respective contractors. The change in place of work, if any, was by the contractor to suit his own requirements. But given the fact that Delhi Cement Grinding unit is non-operative since February, 1999, there can be no exigency for any transfer, as alleged. As regards contribution to the provident fund, it is submitted that CCI as a principal employer has to ensure compliance of the provisions of EPF Act and Scheme in respect of all employees including contract labour. It is submitted that CCI is having an independent CPF Trust under exempted category. There are lots of formalities for grant of separate code to the contractors' by the PF Organization. The PF contributions are sent to the Trust by the concerned contractor through the Unit Management in cases where separate code has not been allotted by PF organisation. As regards payment of bonus, it is submitted that the bonus is paid under payment of bonus Act by the contractor, which is ensured by the respondent corporation to avoid any violation of rules and regulations. There is no work for claimants as there is no production at all at DCGU. Since there is no work, there is no question of work being of permanent or perennial nature as alleged or otherwise.

That there is no requirement for employees such as claimants as there is no production at all at Delhi Unit. It is denied that there is any unfair labour practice on the part of replying respondent as alleged or otherwise.

That there is no work for claimants as there is no production at all at DCGU. Since there is no work, there is no question of work being of permanent or perennial nature as alleged or otherwise.

That the management shall rely on the award of the Wage Board and subsequent relevant documents including settlement in order to submit the true and correct import thereof. Moreover, even, if, the contention of the claimant is taken to be correct, then in that event the relationship of the claimants with the replying management is per se illegal and the claimants are not entitled to relief on this ground itself.

That each and every contention raised in this para under reply is denied. The contractors have been appointed in accordance with the procedure/policy framed as per the guideline/instructions issued by the Government of India from time to time. Before appointment of the contractors, tenders are invited under two bid system. First Technical Commercial Evaluation is carried out and financial bid of only those tenderers who are found technically qualified are considered. It may be added that the present contractor M/s. Jai Bhawani Shivaji Engineering P. Limited is not only supplying the contract labour to the management but also to certain other Government Department and Public Sector Undertakings such as PHE, Deptt. of Government of Himachal Pradesh and NHEPC (National Hydro Electric Power Corporation).

It may be added in the year 1999, some of the contract employees including the claimants had moved the High Court of Delhi and the Hon'ble High Court vide order dated 19-08-1999 had restrained the management from substituting the services of the petitioners. Accordingly as and when there was a change in contractor, the new contractor continued with the claimants. It is denied that the system of contract labour of the replying management is sham as alleged. It is denied that the contractors were given work charge for the period of three months on rotation basis and the contractors used to be a contract labourer themselves. The alleged details are denied in toto. Moreover, assuming though denying that the contention in the para under reply are taken to be correct and some persons might have chosen to become an employee on regular basis of the management it would not follow that the system was sham or illusory. It may also be added that the present is not a case where the appropriate government has banned the employment of contract labourers under section 10 of the CLRA Act, 1970. The management is having licence from the appropriate Government for employing the contract labour. To the knowledge of the management the contractors have also been obtaining requisite licences as and when required.

That Shri Kapil Garg and Md. Yusuf Khan and Shri D.S. Chauthan were having agreement/contract with the management. It is denied that these contractors were not satisfying the conditions mentioned in CLRA Act. In any event, factum of violation of CLRA Act, if any, is wholly irrelevant for the purpose of present proceedings. It is denied that the workmen have been working for the last 10 to 15 years as alleged. The true and correct position has already been submitted above.

That it is denied that the claimants have been working since the inception of the Grinding Unit. It is denied that the employees were under supervision of CCI as alleged. It is denied that the CCI has been making payments to the workmen directly as alleged. It is denied that CCI Limited has been making contribution towards the PF of the claimants directly. As already submitted the PF contribution

are sent to the Trust by the concerned contractor through the unit management in cases where separate code has not been allotted by the PF organization. It is denied that the claimants have been subjected to disciplinary proceedings by the CCI Limited. The disciplinary proceedings, if any, have been initiated by the contractor only. It is denied that the claimants are under direct control and supervision of the CCI Limited. The CCI Limited has no contract with the claimants.

That the conciliation proceedings failed as the claimants were not willing to discuss the difficulties faced by the management. As and when there was regular vacancy the same was filled in accordance with norms. It was also open for claimants to make themselves available for consideration in the event they were so advised and subject to fulfilling the requisite qualification.

It is denied that the management resorted to unfair labour practice in any manner as alleged or otherwise. The true and correct position has already been stated. The action is legal, valid and justified in all respects. As already submitted, the management has no capability to take any further financial burden.

That the claimants were free to seek employment elsewhere. The management never asked the claimants not to seek employment elsewhere. The management cannot be made to suffer on account of omission of the claimants. In any event the contents of the ground are denied and otherwise irrelevant. The contents are also vague.

That the claimants have filed a case seeking VRS benefits before the office of the RLC of the Central Government. On the one hand the claimants are seeking recruitment and on the other hand the claimants are seeking VRS. The case of the claimant is malafide and is liable to be dismissed. The contents of prayer are denied. In any event there is no case of regularization from the date of the initial appointments as alleged. The claimants cannot be made senior to persons who are not even party to the present proceedings.

The workmen applicants have filed rejoinder. In their rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues for decision arise.

1. Whether there is employer-employee relationship between the management and the workmen ?
2. Whether the Tribunal has jurisdiction to decide the present reference?

3. Whether the workmen are entitled to regularization?
4. Whether the workmen are entitled to reinstatement with back wages?
5. Any other relief if any?

Issue No.1. It was submitted from the side of the workmen that S/Shri Sunil Kumar Gaur has been engaged on Feb., 1996 as Excise Clerk (Mktg.), Ram Ratan on 15-03-1990 as Helper, Lalan on 17-03-1987 as Helper, Puran Singh on 06-01-1989 as Peon, Ram Bali on 15-01-1990 as Mali (Mazdoor), Devender Kumar on 10-05-1988 as Helper (Electric Department), Ram Kripal Thakur on 23-10-1991 as Mali (Mazdoor), Ram Shakal Rai on 14-04-1989 as Operator, Sadhu Ram on January, 1987, Avshish Saxena on September, 1991 as W.B. Clerk (Production) and Smt. Alka Devi on 01-01-1994 as Peon (Fin./G.M. Office).

S/Shri J.K. Day engaged on 17-03-1987 as Helper, Satinder Singh engaged on 12-03-1990 as Mali (Mazdoor) and Shri Fuzail Ahmed engaged on 08-01-1996 as Helper has not filed their statement of claim. So they are not entitled to get any relief/benefit.

S/Shri Shriram Chaurasia has been engaged on Feb., 1992 as Computer Clerk, Shri Chandrasekhar engaged on 26-08-1991 as Despatch Clerk, Arvind Kr. Tripathi engaged on Feb., 1996 as Supervisor (Instrumentation), Prakash Chaitali engaged on 01-02-1990 as Peon, Sivender Sharma engaged on 16-07-1992 as Clerk, Vikaram Singh engaged on May, 1995 as Worker (Casual), Niria Sharma engaged on March, 1995 as Clerk, Santosh Kumar Jha engaged on 28-10-1998 as Electrical Helper and Smt. Sumitra Devi engaged on 17-09-1992 as Peon.

S/Shri Chabi Lal engaged on 21-03-1997 as Peon, Satyender Kr. Singh engaged on Dec., 1997 as Supervisor (Civil), Mahender Das engaged on 12-06-1993 as Worker (Casual), Ashok Kumar Singh engaged on June, 1996 as Clerk cum Telephone Operator and Shri Sriniwas Kumar engaged on Nov., 1989 as peon have not filed their affidavits. So they are not entitled to get any relief/benefit.

S/Shri B.K. Shukla has been engaged on 14-07-1990 as WBA/Clerk, Rajesh Singh engaged on 18-04-1995 as Automobile Supervisor, Pyare Lal engaged on 22-01-1994 as Mazdoor, Bhupal Singh engaged on 13-03-1992 as Helper, Kamal Prakash engaged on 24-04-1990 as Water Pump Operator and Shri Anuj Kumar engaged on 16-08-1990 as Helper.

Shri Binay Kumar Choudhary engaged on 20-12-1995 as Casual Worker neither appeared as witness nor filed any evidence by way of affidavit. Even single affidavit filed during the course of proceedings is not on behalf of this claimant. So this workman is not entitled to get any relief/benefit.

S/Shri Umesh Kumar Yadav has been working since 08-01-1991 as Clerk (Marketing and Fin. Deptt.), Manvir

Singh has been working from 24-12-1991 as Typist-cum-Clerk (Production Department), Bipin Kesri Roy has been working since 01-07-1991 as Packing Plant Supervisor (Mechanical Department), Dadan Tiwari has been working since 07-11-1990 as Peon (Marketing Department) and Smt. Radhi Devi has been working since 12-03-1991 as Clerk/Assistant (Finance Department).

Shri Bipin Kesri has been designated himself as Packing Plant Supervisor. He is drawing more than Rs. 1600 emoluments per month. It is not his case that he was supervising some commodity and not work. He has not filed even affidavit regarding the nature of his duty, so he is not working U/s 2 (s) of the ID Act, 1947. The Tribunal/Court lack jurisdiction to decide his case.

It has been further submitted that the workmen have been rendering satisfactory service to the management for 08-12 years. They have been serving with sincerity, dedication and perseverance. The management has not regularized their services to deprive them of the benefits of the benign labour law legislation. They made several representations but to no effect. They should have been regularized on their sheer regular day to day long functioning. The management has been all along abusing the labour force. The workmen have not been given equal pay for equal work. Several juniors to the workmen have been regularized but these workmen have been kept as adhoc appointees daily rated employees. They have not been made payment equal to regularly employed workmen. The workmen have been given notional and technical breaks for a day or so. They have been again re-engaged.

It was submitted from the side of the management that they are the employees of the contractor. They have not been directly engaged by the management. The claimants were never in the employment of the replying management. So no question of regularization arises. The claimants are the employees of one M/s. Jai Bhawani Shivaji Engineering (P) Limited. The replying management has no privity of contract with the workmen.

It was submitted from the side of the workmen that the contractor is only name lender. There is no real contract. Payment has all along been made to the workmen by the management. The workmen work under the control and supervision of the management. The management in 2003 introduced M/s. Jai Bhawani Shivaji Engineering (P) Limited as contractor but there is no agreement of contract and no payment has been made to the contractor by any cheque. So the contractor cannot make payment without receiving payment from the management.

From perusal of the records it becomes quite obvious that no cheque has been given to the contractor to disburse the wages of the workers. There is no agreement between the contractor and the management. There is no agreement as to how many workmen the contractor will engage and how much payment will be paid to the contractor. The

contractor has demanded commission from the management as he has made payment to the workmen. The contractor has been introduced deliberately to conceal the fact of direct employment of the workmen.

It was further submitted that the management has deposited CPF up to March, 2002 in the code of the unit CD-DG of Cement Corporation of India Limited. In case of actual contract CPF is deposited by the contractor under his own code. It is not the duty of the management to deposit CPF of contractor's workmen in its own code.

The so called contractor has been introduced in 2003 only. So the management has deposited CPF of these workmen under its own code. This indicates that the workmen have rightly been engaged by the respondent. They have not been engaged by contractors. Contractors if any are name lender, there is no actual contract agreement along with any term and conditions. There is no scrap of paper on the record to show that there was agreement of contract prior to 2003. These workmen have worked for a long period under the direct control and supervision of the management.

It was further submitted that the contract labour cannot be employed for perennial and regular nature of work. The work of Clerk, Typist, Peon, Computer Operator, Malis, Water Pump Operator, Automobile Supervisor, Electrical Helper, Telephone Operator, Despatch Clerk are the work of perennial and regular nature of work. The management cannot engage contract workmen. Whether the contract labour has been abolished or is not material in view of the Steel Authority of India's case. It has been held in the Constitution Bench Judgment that in such circumstances the Industrial Adjudicator will scrutinize the matter and hold that there is employer-employee relationship between the management and the workmen and the workmen shall be treated to be the direct employee of the management. The Tribunal has to examine relationship between the management and the workmen. It is to be examined whether there exists master and servant relation or not. It has been held in 1999 Lab IC 825 that the Tribunal can give findings that contract between the Company and its contractors is sham and bogus. The finding will not obviously abolish the contract labour system so the matter referred to here is regarding the factual finding whether contract is sham and bogus. There is no reference regarding abolition of contract labour. That the contractors have changed every year as per the admission of the management witness. 27 workmen have been performing work since 1993. The workmen worked in the establishment of the management. The management has control and supervision over the contractor's men, the workmen remaining the same. The contract is changed every year so certainly this is a facade of the papers and contract camouflage and sham and bogus. The entire establishment is owned and maintained by the management where the

contractor's men are employed. Such contract cannot be said to be genuine one.

It was submitted from the side of the workmen that the CLRA 37 of 1970 is an Act to further social welfare and general interest of the community. The contract labour is to be abolished whenever the contract is found sham and not genuine. In the instant case the contractor is only name giver. The workmen are under the control and supervision of the management. There is no proof that money is paid to the contractor and the contractor pays to its workmen. The management makes payment of wages to the workmen directly.

It has been held by the Hon'ble Supreme Court in AIR 1986 SC I workman ARI Ltd. Versus ARI Ltd. Bhaw Nagar that the Tribunal has jurisdiction to examine the reality behind the facade of paper arrangement of contract labour system so according to the judgment of the Apex Court the Tribunal can examine the genuineness or otherwise of the contract labour. I find no force in the argument of the management that the Tribunal lacks jurisdiction. It was further submitted that the management is an instrumentality of the Central Government. They are charged with the duties of discharging their functions in a fair and just manner. They are expected to act justly and fairly and not arbitrarily or capriciously. The management has not been acting fairly impartially and reasonably. It is their duty to act fairly. Despite the audit objections they went on engaging contract labour but no heed was paid by the management and they went on engaging the same workers in the fake name of different contractors. Contractors have been changed but the workmen remained the same. The management witness could not say whether the workmen have remained and the contractors have changed.

The Hon'ble Supreme Court in AIR 2001 SC 3527 has held that the industrial adjudicator will have to consider the question whether the contract has been interposed either on the ground of having undertaken to produce any given result for the establishment or supply of contract labour for work of the establishment under the genuine contract or whether it is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefits there under. If the contract is not genuine the alleged contract labour should be treated as the employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. In the instant case it is proven fact that the contractors are mere name givers and job lenders. The workmen have worked under the control and supervision of the management.

It has been held in AIR 1953 SC 404 that if a master employs a servant and authorizes him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for cash consideration, the

employees thus appointed by the servant will be equally the servants of the masters. In the instant case there is no servant to employ a number of persons. The name of the contractor is fake one. The workmen have been retained in the service of the management since 1990, 1991, 1992 and 1993. The workmen have worked continuously since their engagement.

It has been held in 1997 AIR SCW Page 430 that the industrial adjudicator should decide whether there is valid contract or it is a mere ruse/camouflage and if it is found that the contractor is only a name lender the management should be directed to regularize the workmen. In JT 2003 (1) SC 465 - the Hon'ble Supreme Court has held that industrial adjudication is appropriate remedy for the alleged contract workers.

In (2000) 1 SCC 126—the Hon'ble Supreme Court has held that there are multiple pragmatic approach/factors which should be considered in deciding employer and employee relationship. According to the criteria there should be control and integration. The management has doubtless control over the alleged contractor's men as they work in the establishment of the management. They are integrated to the service of the management. There are no terms and conditions of the contract so there is master and servant relationship. The creation of contract labour is only sham and camouflage and the employer cannot be relieved of his liabilities. According to this judgment of the Hon'ble Supreme Court the workmen are the employees of the management. There is employer and employee relationship.

In JT 1999 (2) SC 435—the Hon'ble Supreme Court has held that if the work is of perennial nature or of sufficient duration, contract workers shall be considered to be the direct employees of the management and they are entitled to be absorbed permanently as employees of the management. The work in the instant case, no doubt, is of perennial nature as the workmen have been continuously working since their engagement. It is for sufficient duration. So the alleged contractor's men will become the servant of the management. The management has some vested interest i.e. why the management is continuing the workmen since 1990, 1991, 1992 and 1993 and in order to veil this reality the management is giving the name of several contractors every year. The management is doing violent injustice to the workmen. They have been deprived of the facilities and emoluments of regular employees. The intermediary has been introduced in order to deprive the workmen of their rights. The work is not of seasonal nature. Such workmen should not be deprived of their legitimate right.

It was submitted from the side of the management that the workmen are the contractor's men and this Tribunal has no jurisdiction to regularize the workmen. Only the Central Government can abolish contract labour and direct for regularization of the contractor's men. There is no merit

in the argument of the management. The Hon'ble Supreme Court in a Catena of cases has decided that it is the duty of industrial adjudicator to examine and give findings whether contract labour a sham and a mere camouflage to evade the responsibility of the management. It is admitted case that the workmen have worked continuously since their engagement.

In Pollock Law of Torts a servant and an independent contractor has been defined as under :—

The distinction between a servant and an independent contractor has been the subject matter of a large volume of case-law from which the text-book writers on torts have attempted to lay down some general tests. For example, in Pollock's Law of Torts, (Pages 62 & 63 of Pollock on Torts, 15th Edn.) the distinction has thus been brought out :

“A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, retains the power of controlling the work, a servant is a person subject to the command of his master as to the manner in which he shall do his work. An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified beforehand.”

In Salmon's Treatise on the Law of Torts the distinction between a servant and independent contractor has been indicated as under :—

“What then, is the test of this distinction between a servant and an independent contractor? The test is the existence of a right of control over the agent in respect of the manner in which his work is to be done. A servant is an agent who works under the supervision and direction of his employer; an independent contractor is one who is his own master. A servant is a person engaged to obey his employer's orders from time to time; an independent contractor is a person engaged to do certain work, but to exercise his own discretion as to the mode and time of doing it - he is bound by his contract, but not by his employer's orders.”

The management retains the power of controlling the work so the workmen are the employees of the respondent/management.

The test regarding independent contractor and intermediaries have been laid down in Hussainabhai, Calicut V. the Alath Factory Thezhilali Union Kozhikode [(AIR 1978 SC 1410 (3 Judges)] “the true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom

the workers have immediate or direct relationship as contract is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor. Myriad devices, halfhidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43-A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances."

This case law has been affirmed by the Constitution Bench Judgment in Steel Authority of India. In case the security job chokes off, the workmen would be laid off. Such contract is prohibited; it is not a contract for a given result.

My attention was drawn by the management to the Constitution Bench Judgment in Scale (2006) 4 Scale. It has been held in this case as under :—

"A. Public employment in a sovereign socialist secular democratic republic has to be as set down by the Constitution and the laws made there under. Our constitutional scheme envisages employment by the Government and its instrumentalities on the basis of a procedure established in that behalf. Equality of opportunity is the hallmark and the Constitution has provided also for affirmative action to ensure that equals are not treated equals. Thus, any public employment has to be in terms of the constitutional scheme.

B. A sovereign Government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages. Going by a law newly enacted, the National Rural Employment Guarantee Act, 2005, the object is to give employment to at least one member of a family for hundred days in a year, on paying wages as fixed under that Act. But, a regular process of recruitment or appointment has to be resorted to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in a hazard manner or based on patronage or other considerations. Regular appointment must be the rule.

My attention was drawn from the side of the workmen to another Constitution Bench Judgment—Steel Authority of India. It has been held as under :—

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workmen. But where a workman is hired in or in connection with the work of an establishment by a

contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question may arise whether the contract is a mere camouflage as in Hussainabhai Calicut's case (*supra*) and Indian Petrochemicals Corporation's case (*supra*) etc; if the answer is in the affirmative, the workmen will be in fact an employee of the principal employer, but if the answer is in the negative, the workmen will be a contract labourer."

In the instant case the workmen have not been hired in connection with the work of a contractor but they have been hired by the contractor for the work of the respondents. So in the instant case there is contract of service between the principal employer and the workmen. In view of the judgment the workmen become the employees of the management.

The Constitution Bench Judgment of Steel Authority of India is squarely applicable in the instant case. In JT 2001 (7) SC 268 it has been held that "121(5) On issuance of prohibition notification under Section 10 (1) of the CLRA Act prohibiting employment of Contract Labour or otherwise, in an industrial dispute brought to the Industrial Court before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned."

It has been held in this case that whether there is prohibition of contract labour or otherwise the industrial adjudicator will have to consider the question and in case the contract appears ruse and camouflage to evade compliance with various beneficial legislations the so called contract labour will have to be treated as the employee of the principal employer and he shall be directed to regularize the services of the contract workers.

Engagement of contract workers for perennial and regular nature of job is prohibited. The function of the respondent is a perennial nature of job. So long as the respondents exists there would be need of workers for them, so the work is of existing, continuous and perennial in nature for such work contract workers cannot be employed.

"According to well reorganization definition of contract it is an agreement for a given result. The result should be visible. Contract labourers can be engaged for the work of contractor only and not for the work of any

establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment.

In view of the above discussion it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a direct system is in human. The contractors are the direct employees of the respondent/management. The law cited by the management is not applicable in facts and circumstances of the present case.

It is peculiar that Shri Kapil Garj, Yousuf Khan and Shri D.S. Chauhan, the employees of the management have been made the contractors and the other workers have been shifted under their contract. This is of course ugly paper arrangement.

The auditors have objected to such arrangement of engaging the workmen under some workmen as contractor and giving them 10% commission. It appears that some of the favourites workmen have been given the designation of contractor and they have been paid commission to benefit the authorities of the management. No contract agreement has been executed in between Shri Kapil Garj, Yousuf Khan and Shri D.S. Chouhan. They have been made payment of commission. Such practice is absolutely malafide and deceptive. Such malafide practice makes Government undertaking a sick undertaking and several undertakings have been thus, closed.

It becomes quite obvious from perusal of the records that the workmen have been engaged since inception i.e. starting of the Grinding Unit. They have been transferred to different units and TA/DA has also been paid to them.

Of course there is paper arrangement of contract of M/s. Jai Bhawani but it has been introduced only in 2003 and there is no proper agreement containing the terms and conditions of making payment of wages to the workmen and service charges to the contractor. M/s. Jai Bhawani has been engaged to put the workmen under sham show of contract. The workmen have been working since 1990, 1991, 1992, 1993, 1994 & 1995. The Grinding work is work of perennial and continuous nature. Regular workers should have been employed by the management. The authorities have resorted to unfair device. There is facade of paper arrangement and it cannot be countenanced by an Industrial Adjudicator. Piercing the veil it becomes quite obvious that all the workmen have been engaged by the management directly and the contractors are only name lenders. The

contract is a ruse and camouflage. This device has been resorted to deprive the workmen of their legal rights.

* In view of the above discussions it becomes quite apparent that the workmen have been engaged since long period by the management directly and the contract is camouflage/a ruse. The workmen are the direct employees of the Principal Employer. There is master and servant relationship between the management and the workmen. This issue is decided accordingly.

Issue No.2. It was submitted from the side of the management that there is no proper espousal of the case. The union espoused the cause no doubt but no claim has been filed by the Union. The Union has not examined its General Secretary. The workmen have signed the statement of claim. They have filed affidavits themselves.

It was submitted from the side of the respondents that there is no proper espousal of the case. Espousal is not required in view of the substitution of Section 2(A) of the ID Act, 1947. There is no proof that the fellow workmen espoused the individual cause. In the instant case espousal is from CCI/DGU Workers' Union. This Union is not a recognized union of the respondents. My attention was drawn to 1961 Vol. II LLJ Page 436, 1992 (1) LLJ Page 634 at Page 365. The Hon'ble Apex Court no doubt has held that individual disputes cannot become industrial disputes in the absence of proper espousal. It has been further held by the Hon'ble Apex Court that in the absence of espousal the reference of the dispute will not assume the character of industrial dispute within the meaning of Section 2 K of the ID Act. The law laid down by the Apex Court is not applicable in the facts and circumstances of the present case as Section 2 (A) has been inserted by Act No.35 of 1965 for S-3 w.e.f. 01-12-1965. The ratio decision of the Hon'ble Apex Court relates back to 1965. Sections 2 k, 2S and 10 of the ID Act, 1947 has been referred to in the judgment cited above. By that time a new Section 2 (A) has not been inserted by the legislature in the ID Act, 1947. The plea of espousal is invariably taken in every case by the respondents. There is no need of espousal in individual case in view of Section 2(A) which reads as hereunder:—

"Dismissal etc. of an individual workman to be deemed to be industrial dispute." In view of the insertion of Section 2 (A) an individual dispute shall be deemed to be an industrial dispute. No espousing for individual dispute is required. The plea of espousal should not have been taken by the respondents in view of newly inserted Section 2 (A) in the ID Act, 1947. In the facts and circumstances the law cited by the respondents is not genuine in view of insertion of Section 2 (A) and in view of the facts and circumstances of the instant case. The law cited by the respondents on this plea of espousal is not applicable in the instant case. The Union is a recognized one and the workmen are member of this Union.

It is submitted from the side of the management that there has been no proper espousal of the dispute. CCI/DGU workers union has no representative character qua the replying management nor this claim has the support of substantial number of workmen employed with the management. This case involves inherent conflict of interest among various employees, as it may affect the inter se seniority of employees. Thus the requirement of espousal is a must and cannot be brushed aside as mere technicality.

It is fact that CCI/DGU Workers' Union is a recognized union but in view of substitution of Section 2 (A) it is not essential that the case of individual workman or group of workmen should be espoused by a registered union. The CCI/DGU espoused the case. It has withdrawn itself thereafter. The workmen have every right to contest the case as individual or group dispute. There is no merit in the contention of the management that the cases of these workmen should have been espoused and contested by the union itself. The reference order is not bad. It is not ultravires or without jurisdiction. This Tribunal/Court has jurisdiction to decide this reference. This issued is decided accordingly.

Issue No. 3. It was submitted from the side of the workmen that they have worked continuously. Some workmen have completed 10 years of service. They deserve regularization.

It was submitted from the side of the management that in view of Uma Devi 2006 SCC (L&S) 753 no question of regularization arises. The Hon'ble Supreme Court in the same case has also emphasized that the Courts/Tribunals in their sympathy for the handful adhoc/casual employees before it cannot ignore the claims for equal opportunity for the teeming millions of the country who are also seeking employment. In such case, the Courts/Tribunals should adhere to the Constitutional norms and should not water down constitutional requirement in any way.

It has been held in 2006 SCC (L&S) 753. "one aspect needs to be clarified. There may be cases where irregular appointment (not illegal appointments) as explained in S.V. Narayanappa, R.N. Nanjundappa and B.N. Nagarajan and referred to in para 15 above of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals".

It has been held in (1992) 4 SCC 118. "Regularization—Ad hoc/Temporary govt. employees—Principles laid down—Those eligible and qualified and continuing in service satisfactorily for long period have a right to be considered for regularization - Long continuance in service gives rise to a presumption about need for a regular post - But mere continuance for one year or so does not in every case raise such a presumption - Govt. should consider feasibility of regularization having regard

to the particular circumstances with a positive approach and an empathy for the concerned person."

"Labour Law - Regularization - Work charged/casual/daily wage workers - In case of long continuance in service presumption for regular need of service would arise obliging authority concerned to consider with a positive mind feasibility of regularization—Statutory/public corporations should also follow suit."

It was submitted from the side of the management that a Court or a Tribunal has no power to direct regularization of services of adhoc employees. It can at the most direct the management to frame a scheme for regularization of services of the employees and consider such adhoc employees in accordance with the scheme after considering vacancies, qualifications, seniority among similarly placed employees and past record including attendance etc.

It was submitted from the side of the management that claims for regularization is not bona fide. Admittedly, on 06-09-2003 the CCI/DGU Workers Union moved a representation before the ALC(C) in which it is stated that they are not willing to work with the CCI Limited but only want voluntary retirement benefits equivalent to the regular employees. Admittedly the representation has been moved before RLC(C) with the consent of all the claimants in the instant case. Ex. WW1, RM-1 is the copy of the resolution/memorandum. Since the claimants do not want to work with the management and are merely fighting the case to obtain VRS benefits, the case is malafide and is liable to be thrown out without any relief.

It was further submitted by the management that CCI Limited has been declared a sick company by the Board of Industrial and Financial Reconstruction under Sick Industrial Companies (Special Provision) Act, 1985 (SICA). The Hon'ble BIFR has imposed ban on fresh recruitment for all the units, headquarters and marketing offices of CCI Limited vide order dated 12-06-1998. There has been no recruitment after 12-06-1998 at CCI. Once the competent statutory authority has imposed ban on recruitment, an award contrary to the statutory order of competent authority cannot be made.

It was further submitted from the side of the management that admittedly there has been no production at all since February 1999 at DGU. Thus there is no work at all for the claimants at DGU. Since there is no work at all, no question of regularization would arise.

It has been further submitted by the management that the management has no capability to pay any salary to the claimants. Detailed facts regarding precarious financial position of the CCI Limited have been stated in the written statement and in the evidence led before this Hon'ble Tribunal which have not been disputed nor can be disputed by the claimants. There is no production at DGU and thus there is no income on account of any manufacturing

activities at DGU. Since there is no manufacturing activity at DGU the management has been forced to rent out substantial portion of DGU premises to another Government of India Corporation, namely Container Corporation of India Limited. The amount thus received is being utilized for bare minimum necessary expenses for up-keep of the plant and meeting out other administrative expenses. The management has also been getting grant from the Government by way of loan. In these circumstances it would not be in the public interest to regularize the services of the claimants and place further financial burden on the Public Exchequer. The management is already being forced to pay salary out of public money without any corresponding benefit to public by way of production. Moreover, the management of CCI Limited in pursuance of the order of the Hon'ble BIFR has already moved an application dated 24-05-2006 before the appropriate Government for permission to close down the undertaking of DGU. On this ground also no case for regularization is made out.

It is submitted from the side of the management that undisputedly there is no parity between the regular employees and the claimants. Regular employees were appointed after following prescribed procedure which *inter alia* requires proper circulation of the post, calling of applications and interview by the duly constituted selection committee. But no such procedure was followed, in respect of claimants. Further admittedly claimants have been working at DGU all along where as regular employees of the corporation have been transferred to other units of the corporation. Even otherwise there is inherent distinction between the nature of work and the responsibility of employees working on regular basis and ad-hoc employees. Thus principle of equal pay for equal work has no applicability to facts and circumstances of the present case. Therefore, the claimants cannot seek wages or salary equal to their regularly appointed counterparts. The contention obviously bears some truth.

The question regarding requisite qualification for the post is also not substantial. Qualifications etc. should be considered at the initial stage of engagement. The workmen have been working at various posts since 1990, 1991, 1992 & 1996 so at this stage requisite qualifications are immaterial. The workmen have obtained experience by long work. This argument is also not tenable.

The workmen have not been taken through regular recruitment procedure. They are purely ad-hoc and temporary and they have been continued after artificial breaks. Their work is continuous as artificial breaks are due to no fault of the workmen.

The work is no longer of continuous and regular nature. There is ban for further recruitment but these workmen are not precluded from engagement on the basis of further ban. The DGU is in precarious financial position. The management has applied for permission to close down

the industry before the competent authority. The management is facing financial burden due to resource crunch. It is admitted that there is no production of Cement after 1999. It is also admitted that these workmen have been continued in view of the orders of the Courts from 1999.

In Usha Devi's case the Constitution Bench has categorically laid down that in case workmen have been working continuously for 10 years and not on the basis of orders of Courts, their cases may be considered for regularization. In the instant case the unit was declared sick in 1999. These workmen have been continued in view of stay orders. The workmen themselves have moved application for getting compensation at par with VRS invoked with employees of CCI Limited. So the claimants are seeking severance of relationship for getting VRS. There is indeed no work for the claimants.

The workmen witnesses have admitted that there is no production of Cement since February, 1999. The Union has been declared sick. It is run on the loan advanced by the Central Government. Some workmen have taken VRS. The work is not in existence. So there is no question of regularization of the workmen. This issue is decided accordingly.

Issue No.4. It was submitted from the side of the workmen that they have worked for 8-12 years. In case they are treated as daily wager or *ad hoc* employees they should have been given retrenchment compensation and one month's pay in lieu of notice. No retrenchment compensation has been paid to them at the time of their disengagement. So there is no cessation of service in the eye of law. My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 *State of UP and Rajender Singh*. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workmen that in the instant case Sections 25 F, G of the ID Act is attracted. In section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given one month's pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of section

25 F are not complied. In the instant case no compensation has been paid to the workmen who have continuously worked for 8-12 years.

It was further submitted that section 25 T provides that the management should not indulge in unfair labour practice. Section 25 U provides that a person who commits any unfair labour practice will be punishable with imprisonment for a term which may extend to six months or with fine, which may extend to Rs. 1000/- or with both. The intention of the legislature in enacting 25 T & 25 U is obvious. The legislature wanted that in case Casual and Badlis are engaged for a long period, it amounts to unfair labour practice. There is punitive clause for committing unfair labour practice.

It was submitted from the side of the workmen that Vth Schedule of the ID Act specifies some practices as unfair labour practice. The Vth Schedule clause 10 provides the criteria for ascertaining unfair labour practice. It is extracted as hereunder :

“To employ workman as Badlis, Casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman.”

Clause 10 of the Vth Schedule stipulates that in case the workmen are employed as Casuals, Badlis or Temporary and they are continued as such for years, it will amount to unfair labour practice. In the instant case the workmen have been continued as casual and temporary for 8-12 years. It establishes to the hilt that the respondent management has committed unfair labour practice. The workmen have been engaged for 8-12 years as casual and temporary and thereafter they have been removed. They have not been paid retrenchment compensation.

It was submitted that Section 25 F, G, T, U and Clause 10 of the Vth Schedule of the ID Act have been deliberately violated.

In the Constitution Bench Judgment in Uma Devi's case these matters were not at issue. In case a workmen have worked for 10-12 years and the work is of continuous and regular nature they should be paid retrenchment compensation. In case retrenchment compensation is not paid section 25 F of the ID Act is attracted. There is no cessation of their services. They are deemed continued in service in the eye of law. In case there is breach of section 25 F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed unnecessarily so section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workman should not be

engaged for years and then he should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequal are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provision of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 & 309 are infringed. There is no constitutional mandate that the government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and adhoc appointments to their favorites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provision of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the

award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled section 11 A of the ID Act and the legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgment cited by the management is not applicable in the facts and circumstances of the case.

A three Judges bench of the Hon'ble Apex Court has held in 1993 II - LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

In such cases the workman is reinstated with back wages and the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that section 25, G & H of the ID Act are not violated.

It was further submitted that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages. In the instant case the matter involved was a case of theft of large quantity of Aluminum Wire. Departmental inquiry was not conducted in accordance with the principles of natural justice so dismissal was found bad. In such circumstance the Hon'ble Apex Court held that the order for payment of full back wages was not justified if termination is set aside. In PGI Vs. Raj Kumar (2001) 2 SCC 54 the Hon'ble Apex Court upheld the 60% award of back wages of the Tribunal.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 2004 VIII AD SC 444 the Hon'ble Apex Court upheld the order of reinstatement with 25% back wages.

In 1978 Lab IC 1968 - three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In AIR 2002 SC 1313 the Hon'ble Apex Court reduced the back wages to 25%.

In 2005 IV AD SC 39 - three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11 A of the ID Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The statute provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation. The management was directed by the Interim Award dated 18-03-2004 to restore the services of the workmen and maintain status quo till the Industrial Dispute is decided. The management has not complied with the Interim Award. It has not been set aside by the Hon'ble High Court. This reflects malafide intention of the management to deprive them of their bread.

It was submitted from the side of the workmen that the management has admitted that by proceedings dated 01-09-1998 BIFR has imposed ban for further recruitment or employment on the management, still MWI has admitted that services of S/Shri A.K. Yadav, P.K. Jain, D.K. Srivastava and Shri Arvind Singh have been regularized in 2002. Such regularization is illegal in view of the proceedings of BIFR. These regularized workmen are junior to the present workmen. This reflects malafide attitude of the management in respect of the present workmen.

The workmen have continuously worked for 8-12 years. They have not been paid retrenchment compensation at the time of disengagement. They have been held to be the employees of the management. So they are entitled to reinstatement.

The respondent/management has become sick unit. It is run on loan advanced by the Central Government. Whatever may be the case, in case there is retrenchment without compliance of Section 25 F of the ID Act, 1947,

retrenchment becomes inoperative and there is no cessation of service of the workmen. So far as back wages are concerned the unit has become a sick unit. There is no production. So in the facts and circumstances of the case the workmen are entitled to reinstatement with simple 25% back wages.

It is found proved in this case that 32 workmen have been directly engaged by the respondent/management. Contract is camouflage. They have worked for 240 days in many years in the tenure of their engagement of 8-12 years. There is no compliance of Section 25F of the ID Act, 1947. The work is of perennial nature and sufficient duration. The workmen have become over age for seeking any further employment. In such cases reinstatement is the only relief.

Full back wages are not to be given automatically or mechanically. Full back wages do not follow reinstatement. The workmen belong to a poor segment of society. Their survival is in danger. They have been put in grave crisis as they have not been paid retrenchment compensation. It is also found proved that several such employees engaged a short while ago have been given VRS. Full back wages are no doubt not the natural consequences of reinstatement. In the instant case the Industry is suffering financial crunch and it is sick but never the less the workmen deserve retrenchment compensation. In view of the economic condition of the respondent 25% back wages will meet the ends of justice and help in the survival of the poor retrenched workmen.

This issue is decided accordingly.

Issue No. 5. From the above it becomes quite obvious that the workmen have no case for regularization. It is also admitted case that there is no work with the management. The Unit is sick and it has been closed. There is no production. The workmen have been retrenched in violation of the postulates of Section 25F of the ID Act, 1947. So in the eye of law they are entitled to reinstatement with 25% back wages. In case of retrenchment the workmen are entitled to 4 years wages prorata the wages last drawn in view of the closure of the undertaking.

S/Shri J.K. Day engaged on 17-03-1987 as Helper, Satinder Singh engaged on 12-03-1990 as Mali (Mazdoor) and Shri Fuzail Ahmed engaged on 08-01-1996 as Helper have not filed their statement of claim. So they are not entitled to get any relief/benefit.

S/Shri Chabi Lal engaged on 21-03-1997 as Peon, Satyender Kr. Singh engaged on Dec., 1997 as Supervisor (Civil), Mahender Das engaged on 12-06-1993 as Worker (Casual), Ashok Kumar Singh engaged on June, 1996 as Clerk-cum-Telephone Operator and Shri Sriniwas Kumar engaged on Nov., 1989 as Peon have not filed their affidavits. So they are not entitled to get any relief/benefit.

Shri Binay Kumar Choudhary engaged on 20-12-1995

as Casual Worker neither appeared as witness nor filed any evidence by way of affidavit. Even single affidavit filed during the course of proceedings is not on behalf of this claimant. So this workman is not entitled to get any relief/benefit.

Shri Bipin Kesri has designated himself as Packing Plant Supervisor. He is drawing more than Rs. 1600 emoluments per month. It is not his case that he was supervising some commodity and not work. He has not filed even affidavit regarding the nature of his duty, so he is not a workman u/s 2 (s) of the ID Act, 1947. The Tribunal/Court lacks jurisdiction to decide his case.

The workmen S/Shri J.K. Day, Satinder Singh, Fuzail Ahmed, Chabi Lal, Satyender Kumar, Mahinder Das, Ashok Kumar Singh, Sriniwas Kumar, Bipin Kumar Choudhary and Shri Bipin Kesri are not entitled to reinstatement. They are not entitled to any retrenchment compensation also. The rest of the workmen of this case are found entitled to reinstatement with 25% back wages in view of the unit being sick and financial crunch. The management will reinstate these workmen along with 25% back wages. At the time of retrenchment in view of closure of the unit these workmen are entitled to get 4 years wages @ last drawn wages by way of retrenchment compensation. They cannot be retrenched without payment of retrenchment compensation of 4 years wages calculated at the rate of the last drawn wages.

The reference is replied thus :

The demand of the CCI/DGU Workers' Union in relation to absorption/regularization of the services of contract labourers, namely S/Shri Sunil Kumar Gaur, Ram Ratan, Lalan, Puran Singh, Ram Bali, Devender Kumar, Ram Kirpal Thakur, Ram Shakal Rai, Sadhu Ram, Avshish Saxena and Smt. Alka Devi, Siya Ram Chaurasia, Chandrasekhar, Arvind Tripathi, Prakash Champati, Sivender Sharma, Vikaram Singh, Niria Sharma, Santosh Kumar Jha, Smt. Sumitra Devi, B.K. Shukla, Rabinder Kumar Sinha, Rajesh Singh, Pyare Lal, Bhupal Singh, Kainal Prakash and Shri Anuj Kumar, Umesh Kumar Yadav, Manvir Singh, Anil Kumar Rai, Dadan Tiwari and Smt. Radha Devi who worked in the Delhi Cement Grinding Unit of Cement Corporation of India, Okhla Industrial Area, New Delhi is neither absolutely just nor fair nor legal? All the above named workmen are entitled to reinstatement with 25% back wages. The management is directed to reinstate the above named workmen and pay them 25% back wages within one month from the publication of the award. The management is at liberty to retrench these workmen after reinstatement and payment of 25% back wages but as a pre-condition they should be paid retrenchment compensation of 4 years wages @ last drawn wages at the time of retrenchment.

Award is given accordingly.

Date : 1-12-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 7 दिसंबर, 2006

का.आ. 5066.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा एलायड कंस्ट्रक्शन कम्पनी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/बीएनजी/48/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-29011/60/2004-आईआर(एम)]

एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5066.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/1.C/BNG//48/2004) of the Central Government Industrial Tribunal /Labour Court Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Allied Construction Company and their workman, which was received by the Central Government on 7-12-2006.

[No. L-29011/60/2004-IR(M)]

N.S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 29th November, 2006

PRESENT

Shri A.R. Siddiqui, Presiding Officer

C.R. No.48/2004

I PARTY

The General Secretary,
Karnataka Coffee Curing & General
Workers Union,
AITUC Tamil Colony,
Chickmangalur
Karnataka State.

II PARTY

Shri H.P. Shankar,
Managing Partner,
M/s. Allied Construction Company,
No. 33, Jamble Kudremukh,
Chickmangalur
Karnataka State.

APPEARANCES

1st Party :	Shri Muralidhara, Advocate
2nd Party :	R. Nagendra Naik, Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order. No. L-29011/60/2004-IR(M) dated 17th August, 2004 for adjudication on the following schedule:

“Whether the action of the management of M/s. Allied Construction Company in denying bonus to their workers for the year 2002-03 is legal? If not, what is the amount of bonus the workers are entitled for?”

2. The first party union represented by the General Secretary, Karnataka Coffee Curing and General Workers Union (R), AITUC, Chickmangalur filed its claim statement describing M/s. Allied Construction Company, the management as per the reference schedule, as Second Party (a) and the Management of Kudremukh Iron Ore Company Limited, Mudigere Taluk, Chickmangalur District as Second Party (b) and the averments made in the Claim Statement as per Paras 3 to 10 are as under :—

That the first party union is a trade union registered under the trade union Act, 1926 and is affiliated to All India Trade Union Congress. The first party/union has membership in various industries and other general services in around Chickmangalur District, Hassan District and Coorg District. The union has been espousing the cause of labour including contract labour who are subject to inhuman exploitation by the managements, labour contractors combine. The first party/union has been crusading against such exploitation by the Managements Contractors; that the Second Party/Management (a) is a contractor under the Second Party/Management (b), the Principal Employer. The Second Party (a) has employed around 75 workers for the purpose of carrying out the work of the Principal Employer. Thus the Second party (a) is the agent of the Principal Employer and supplies labour power to execute the work of the principal employer and supplies labour power to execute the work of the Principal Employer. The workers continue to work under different contractors. The contract workers have rendered continuous service in the establishment of the Principal Employer under various contractors. During the year 2000-01, the contract labourers were working under M/s. Alpha Tech. Nirman Private Limited. Later on, Second Party (a) replaced the earlier contractor. The workmen have continued to work under Second Party (a) without any break. As such, the Second party (a) is liable to pay all legal dues to the workmen employed by them, failing which the burden shifts to the Principal Employer; that the first party is represents a majority of the work force employed by the Second Party (a).

The union filed a petition before Second Party (a) & (b) on 15-12-2003, seeking payment of bonus for the financial year 2002-03, leave with wages, National and Festival holidays for the workers. Since there was no response from the Second Party (a) & (b), the first party/union filed a petition before the Asstt. Labour Commissioner, Central, Mangalore on the above issue on 02-01-2004. The Asstt. Labour Commissioner initiated conciliation proceedings and on 15-4-2004 and on 12-5-2004. None from the Second Party (a) or (b) represented before the conciliation officer. No statement of Objection was filed either. In the circumstances, the Conciliation Officer closed the proceedings recording failure of conciliation. Thereafter, the matter relating to non-payment of bonus only has been referred to this Hon'ble Court for adjudication; that the first party/union submits that the workmen employed by second party (a) during the financial year 2002-03 have worked continuously during the year and are entitled to bonus for the said year. These contract workers who have been working under Second Party (a) prior to 2002-03 were paid bonus for the financial years 1998-99 and 1999-2000. Even the earlier contractors used to pay bonus in the form of *ex-gratia, adhoc* amount etc. Hence, the workmen are entitled to bonus for the year 2002-03; that the Second Party (a) earned profits during the financial year 2002-03 and as such, the workmen are entitled to maximum bonus for the said year. However, the second party (a) has denied the bonus which is statutorily payable at 8.33%. The action of the Second Party (a) is therefore, untenable; that the Principal Employer is responsible to ensure payment of statutory to the workmen. Therefore, the second party (b) was legally obligated to either direct the Second Party (a) to pay the bonus for the year 2002-03 or to pay the same from their accounts and to recover the same from the contractor later on. The Principal Employer has failed to comply with the legal requirement and has contributed to miscarriage of justice; that the first party/union submits that the contract labour employed by the second party (a) to carry out the work of the Principal employer have been exploited in various ways. They suffer from low wages, insecurity of employment, deprivation of other benefits etc. They are even denied what is statutorily payable to them. Thus they are exploited economically and socially by the employers. These workmen are entitled to the bonus for the year 2002-03 as used to be paid in the earlier. Hence there is no justification for the second party (a) & (b) to deny them payment of bonus for the year 2002-03; that the first party/union reserves liberty to amend the statement of claim if need be on going through what may be stated by the Second Party (a) & (b) in the Counter Statements, filed if any.

3. In the prayer column the first party requested this tribunal to pass an award holding that the Second Party (a) was not justified in denying bonus at 20% to the workmen employed by them for the financial year 2002-03 and to direct it to pay the same to the workmen, failing which to direct the Second Party (b) to pay the same in the interest of justice and equity.

4. The Second Party/Management as per the schedule described as Second Party (a) though made an appearance through counsel but failed to file its Counter Statement and ultimately the matter was taken up for evidence to be led on behalf of the first party union.

5. On behalf of the first party union, its General Secretary has deposed to the effect he has filed the Claim Statement on behalf of the union and the workers involved in the case; that out of 75 employees working under the management company about 64 are the members of the first party union working in the company for the last 10 years. He stated that they were all working as contract workers and the management company has been closed down in the month of December 2005. He stated that the management company [second party (a)] was supplying workers to the Kudremukh Iron Ore Company Second Party (b) and the contract between the said two management came to be expired in the year 2004-05. He then stated that those 75 workers were under the management company (Second Party (a)] for two years for 2003-04 & 2004-05. These workers were working under some other contractor earlier to working with the management company (Second Party (a)] and were being paid bonus at the rate of 8.33 per cent per year and that the management company has not paid bonus to its workers for the year 2002-03 despite the demand made. Then he referred to the representation dated 28-9-2002 made by him to the above effect marked at Ex.W1 sent under the certificate of posting at Ex.W1 (a). He further stated that there being no response from the management, they made a complaint with the ALC(C), Mangalore on 2-1-2004 at Ex.W2 and the failure report of the ALC(C) is at Ex.W3. In the last sentence he stated that the workers under the management were working along with the permanent workers of Kudremukh, continuously. There was no cross-examination to the said witness on behalf of the management and there was also no evidence adduced by it in countering the said statement.

6. Learned counsel for the first party Shri MD, vehemently, argued that based on the statement of WW1 reference is to be allowed passing the award in favour of the first party union. There was no arguments advanced for the management as learned counsel representing it remained absent on the day fixed.

7. After having gone through the records, more particularly, the reference schedule and the very averments of the first party union, I am of the opinion that reference is not maintainable in law as well as in merit. As per the very case of the first party union the aforesaid 75 workers were

the contract workers of the management company and they were being supplied as contract labourers to the management of Kudremukh Iron Ore Company. It is also the case of the first party union that it is the Principal employer i.e. the Second Party (b) which is responsible to ensure statutory payment to the workmen, in case the management [Second Party (a)] failed to pay such a payment namely, the bonus etc. claimed in this case. Therefore, in my opinion, the management [Second Party (b)] was the proper and necessary party to the reference schedule in question. Merely describing the management [Second Party (b)] as a party in the Claim Statement, it cannot be held answerable or liable to pay the bonus in question in case the management [Second Party (a)] which is the management as per the schedule failed to make the payment of the bonus claimed in this case. The first party union has not made any attempt to implead the management [Second Party (b)] as a party to the present proceedings. Moreover, the position of law that the contract workers cannot maintain any dispute against their contractor under the provisions of the ID Act is untenable and undisputable. Therefore, the present dispute raised against the management which is undisputedly was a contractor supplying the contract labour to the aforesaid Kudremukh Iron Ore Company Limited cannot be maintained particularly, in the absence of said Kudremukh Iron Ore Company Ltd., being party to the reference schedule.

8. Coming to the merits of the case, the General Secretary of the first party union examined before this tribunal as WW1, as noted above, in his examination chief in no uncertain words has stated that those 75 workers were under the management company for two years i.e. for 2003-04 & 2004-05 and they were working under some other contractor earlier to working with the management company. Therefore, when admittedly the workers on whose behalf the present dispute is raised were working under the management company [Second Party(a)] during the years 2003-04 & 2004-05 and not earlier to that i.e. during year 2003-04, the present reference must fail for the simple reason that it is in respect of the claim of the bonus for the year 2002-03 and not for the subsequent years. In the result, reference is answered accordingly and the following award is passed :

AWARD

The reference stands dismissed. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 29th November 2006)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5067.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हुट्टी गोल्ड

माईंस कम्पनी लिमिटेड के प्रबंधसंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/बीएनजी/116/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2006 को प्राप्त हुआ था।

[सं. एल-43012/10/1999-आई आर (एम)]

एन.एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5067.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/BNG/116/1999) of the Central Government Industrial Tribunal /Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hatti Gold Mines Co. Ltd. and their workman which was received by the Central Government on 07-12-2006.

[No. L-43012/10/1999-IR(M)]

N.S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BANGALORE

Dated, the 22nd November, 2006

PRESENT

A.R. SIDDIQUI, Presiding Officer

C.R. No. 116/99

I PARTY

Shri Kashim Sab,
C/o K.R. Siddanajaiah,
Shivapura Colony,
Bangalore-560058
Karnataka State

II PARTY

The Chairman,
Hutti Gold Mines Co. Ltd.,
Regd. Office, 1/5, Ulsoor Road,
Bangalore-560058
Karnataka State

APPEARANCES

1st Party : D Leelakrishnan,
Advocate

2nd Party : N S Rajaram,
Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/10/99-1R (M) dated 17th November, 1999 for adjudication on the following schedule :

SCHEDULE

"Whether the action of M/s. Hutt Gold Mines Co. Ltd., in imposing punishment of dismissal for service on Shri Kashim Sab is justified? If not to what relief the workman is entitled to?"

2. A charge sheet dated 10-1-1995 was issued to the first party workman in the following terms :

"It is alleged that on 9.1.1995 at 9.40 PM you were found trying to take one Sterilizer End Cover form the company's premises through Gate No. 2 without any authorization.

Your act of this amounts to misconduct under company's Standing Order No. 19 (36).

S.O 19(36) : "Theft, fraud or dishonesty in connection with the employer's business or property".

You are hereby required to submit your explanation in writing to the undersigned with 4 days of the receipt of this charge sheet, as to why disciplinary action should not be initiated against you. If you do not submit your written explanation within the time, it shall be construed that you have no explanation to offer and further necessary action will be taken in the matter.

In the meanwhile you are suspended from duty with immediate effect pending the proceeding."

3. He replied to the charge sheet denying the charges leveled against him and the management not being satisfied with the explanation offered by him, ordered Domestic Enquiry and on the basis of the findings of the enquiry officer holding him guilty of the charges, the disciplinary authority dismissed him from service after giving him opportunity of personal hearing on the proposed punishment etc.

4. The first party in his Claim Statement challenged the enquiry proceedings on the ground that they were conducted against the principles of natural justice and he also challenged the enquiry findings as perverse and not

based upon sufficient and legal evidence. He challenged the dismissal order passed against him as unjust and illegal. On the merits of the case he contended that neither the alleged sterilizer end cover traced nor produced before the enquiry officer nor any police complaint is lodged for the alleged theft and that shows that allegations are concocted and false. He also contended that the charges alleged do not disclose from where that cover (alleged theft property) was removed and from whose possession and in whose presence the same was recovered. He contended that the alleged theft property, Sterilizer End Cover is fixed to the machine not removable easily without the help of gas welding machine and such being the case the allegation against the first party that he committed theft of the said property is false and baseless. He Submitted that he is working with the management company honestly for the last more than 18 years and his family is entirely depending upon him and that punishment of dismissal is on higher side, against the natural justice and therefore, he requested this tribunal to set aside the dismissal order and to reinstate him in service with all consequential benefits.

5. The management by its Counter Statement among other things contended that the first party was appointed in surface Section of engineering department on 1.8.1997 and later he was transferred to work shop on 1-7-1990 working as Welder Grade II. On 9-1-1995 he reported for work in the morning shift and went back to home after doing his duty. Later in the evening at 8.40 PM he came to Security Gate No. 2 and requested for entry permission pass to go to the time office on the pretext of applying for leave. When he returned at about 9.40 PM on a bicycle, he was found carrying a sterilizer end cover belonging to the company without any authority and was making an attempt to go through the gate No.2. On suspicion he was questioned by the Security Guard and by avoiding the search he ran away with the bicycle pushing aside the security guard and in the process the sterilizer end cover and the permission pass fell near the gate. The management contended that on the basis of the complaint of the security guard he was issued charge sheet and thereupon DE was conducted and on the basis of the enquiry findings submitted by the enquiry officer he was dismissed from service after having given an opportunity of hearing on the findings of the enquiry officer. Therefore, the management contended that the enquiry conducted against the first party was in accordance with law and principles of natural justice and findings of the enquiry officer were based upon sufficient and legal evidence and in the result the order passed by the Disciplinary Authority dismissing him from service was very much just and legal.

6. Keeping in view the respective contentions of the parties with regard to the validity, fairness or otherwise of the enquiry proceedings, this tribunal took up the issue of DE in the first instance. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked 4 documents at Ex. M1 to M4 including the proceedings of the enquiry and the findings of the enquiry officer. The first party by way of rebuttal filed his affidavit evidence by way of examination chief without getting marked any document.

7. After hearing the learned counsels for the respective parties, this tribunal by order dated 24th May, 2004, recorded a finding on the above said issue holding that the Domestic Enquiry held against the first party by the management was not fair and proper. Thereupon the matter came to be posted for fresh evidence of the management to prove the charges of misconduct leveled against the first party. The Management in order to substantiate the charges of misconduct leveled against the first party, as per the charge sheet at Ex. M1, examined four witnesses as MW2 to MW5 and got marked documents at Ex. M5 to M8.

8. Statement of MW2 in his examination chief relevant for the purpose is that on 9-1-1995 at about 8.40 PM while he was posted as Hawaldar at main gate No. 2 the first party came there and wanted to go inside the company saying that he wanted to apply for leave. Therefore, he prepared a chit and handed it over to the first party. After half an hour the first party was found coming towards the main gate from inside the company on a bicycle and on the handle of the bicycle, there was a brass ring i.e. a big wheel made of brass of girth of one and half feet. Thereupon, he looked into the above said chit (gate pass), marked at Ex. M5 and identified his signature. He stated that at time one Mr. Hanumantha who was the guard at the gate wanted to check up with the first party and the first party ran away with the bicycle and in the process leaving away the above said brass ring and the pass at Ex. M5. Accordingly, he gave a complaint to the Security Inspector who in turn gave it to the Security Officer marked at Ex. M6. He stated that said Hanumantha and the said Security Inspector by name Fakir Sab since have retired from service their whereabouts are not known. Security officer is not in service and his whereabouts are also not known. In his cross examination it was elicited that first party had run-away from the scene along with bicycle throwing gate pass and the brass ring on the spot i.e. inside the factory premises near the gate. He could not catch hold of the first party as he escaped from his hands. He denied the suggestion that first party was not found carrying away any such property and that he did not run away from the spot throwing away the said brass ring or gate pass.

9. MW3 who is said to the then Time Keeper, in his examination chief stated that gate pass at Ex. M5 does not bear his signature and that the first party did not bring to

him the said gate pass and did not take his signature on the said pass. MW4 was examined to say that first party was issued with the charge sheet at Ex. M1 and gave his explanation at Ex. M2 and his letter is at Ex. M6. He stated that show cause notice issued to the first party is at Ex. M7 and his reply is at Ex. M8. MW5 the said Fakir Sab, the then Security Inspector has filed his affidavit by way of examination chief and deposed to the fact that as on 9-1-1995 while he was working as a Security Inspector, the first party had reported for work in morning shift and went back to home after the shift. He stated that later in the evening at 8.40 PM he had come to the Security Gate No. 2 and after taking permission pass got inside the factory premises and then returned at about 9.40 PM on a bicycle and that he was found carrying Sterilizer End Cover belonging to the company without any authority making an attempt to go through the said gate. On suspicion he was questioned by the Security Guard but he avoided the search and ran away with the bicycle pushing aside the Security Guard and while doing so he dropped the sterilizer end cover and the permission pass near the gate. Then he stated that at the time of the incident he was in security room and has seen the first party running away with the bicycle, pushing the security guard and dropping the sterilizer end cover at the gate. He was cross examined with the help of Court Commissioner at the request of the management and in his cross examination he was unable to say as to when the first party had come out of the factory. He denied the suggestion that he was not aware of the timings of the entry and exit of the first party and that his averments in Para 4 of the affidavit are false. He denied the suggestion that the first party was not present in the company premises between 8.50 PM to 9.40 PM and that he is giving false evidence at the instance of the management.

10. Therefore, in the light of the above, the points to be considered would be :

(1) Whether the management proves that the first party committed theft or made an attempt to commit theft of the aforesaid alleged theft property on the date, time and place mentioned in the charge sheet? If not,

(2) To what relief the first party is entitled for?

11. In order to bring home the guilt of the first party as seen above, there are only two material witnesses examined, namely, MW2 & MW5 and the documents very much relied upon by the management in this context are the aforesaid gate pass at Ex. M5 and the alleged complaint about the incident at Ex. M6.

12. Learned counsel Smt. Usha Rani for Shri Rajaram representing the management vehemently argued that the charge of theft leveled against the first party has been proved in the statements of MW2 & MW5, who are the eye witnesses to the incident. She contended that as per

Ex. M5, the gate pass, the first party entered the premises of the factory at about 8.40 PM on the pretext that he wanted to apply for leave and at about 9.40 PM he was returning towards the gate riding a bicycle carrying the above said theft property at the handle of the Bicycle. She contended that the defence taken by the first party that infact he came to the factory at about 4.30 PM and within 10 minutes he went back to home by producing the gate pass at Ex. M5 is neither believable nor acceptable in the face of the timings recorded in Ex. M5. She contended that the intention of the first party in coming to the factory during hours of night after having finished his first shift in the morning shift was just to commit theft and he was seen by MW2 and one Mr. Hanumantha, the then Security Guard and so also MW5, the then Security Inspector and these three witnesses have very much deposed to the above said fact and therefore, theft charge leveled against the first party is proved.

13. Learned counsel for the first party filed his written arguments as well as advanced his oral arguments and his contention was that almost all the necessary ingredients of theft or an attempt to commit theft have been very much lacking in the present case and that the story put forth by the management that the first party was found carrying the theft property is highly improbable and unbelievable under the facts and circumstances for the case. He submitted that it just cannot be believed that first party was not apprehended by MW2, the Security Guard, Hanumantha and the Security Inspector, MW5 when alleged to have been carrying with him the theft property riding the bicycle. He submitted that even the theft property was not seized nor any police complaint filed nor mahazar was drawn nor was produced before the enquiry officer much less before this tribunal. He contended that it is highly improbable to believe that the first party was making an attempt of carrying with him the property in question hanged with the handle of the bicycle knowing full well that he is to be checked at the gate before he goes out of the factory.

14. On going through the records, I do find substance in the arguments advanced for the management. In this case, as noted above, though the management examined four witnesses in order to prove the charges of misconduct levelled against the first party, evidence of MW3 is only to speak to the gate pass not very much relevant for the purpose. Similarly evidence of MW4 who has spoken to the charge sheet, show cause notice and the replies given by the first party is of no consequence in proving the charge of misconduct leveled against the first party. Now remains the statement of MW2 said to have been posted at the gate as Havaldar along with one Mr. Hanumantha, the Security Guard at the gate. His statement in examination chief relevant for the purpose is only to the effect that the first party at about 9.40 PM was found coming towards the gate riding the bicycle and on the

handle of the bicycle the theft property in question namely brass ring like big wheel made of brass of girth of one and half feet was found hanging. He stated that when the first party wanted to go out of the factory through the gate said Hanumantha wanted to take his personal check and the first party run away with the bicycle leaving the said property and the gate pass on the spot in the process. MW5 as noted above, wanted to say that at the relevant point of time he was sitting in the Security Room and has seen the first party carrying the said property on his bicycle riding it towards the main gate and run away with the bicycle pushing the security guard dropping the theft property and pass gate on the spot. It was well argued for the first party that this evidence of MW2 & 5 does not inspire any confidence in the mind of this tribunal that they are speaking to the truth. It is highly improbable to believe that MW2 who was posted as Havaldar at the gate along with the Security Guard, Mr. Hanumantha and MW5 was also said to be in the security room the first party managed to run away from the scene riding the bicycle, that too, when the gate was kept closed and guarded by MW2 and the said Security Guard. Moreover, MW2 in his statement has never spoken to the fact the first party run away from the scene pushing aside the security guard. He simply stated that when security guard wanted to check up the first party he run away with the bicycle. It is again not believable that the first party dared enough to have exposed the theft property hanging it with the handle of the bicycle riding through the main gate which was being guarded by the said two employees of the management. It was not a property small in size to be kept hidden as noted above, and it has come in the statement of MW2 himself that it was a brass ring with big wheel made of brass of girth of one and half feet. No man of prudence can just accept the story put forth by the management that the first party might have committed such a foolish act in hanging said property to the handle of the Bicycle and then riding the bicycle towards the gate being guarded by Mr. Hanumantha the Security Guard and MW2, Havaldar. The statement of MW2 that first party was found coming riding by bicycle with the said property is again doubtful in the sense he never stated that while entering into the factory, getting the pass from him, the first party was riding the bicycle and entered into the factory with the bicycle. This bicycle was brought in picture only while the first party was returning back to the gate and not by entering the factory. The next important point to be noted as argued for the first party is that even if we presume that the first party run away with the bicycle, it cannot be again digested easily that he left the property and the pass before he run away through the gate. He could have as well run away along with the property and the gate pass and that shows that the story put forth by the management is very much fishy and a make believe story. This conclusion of mine is further supported by the fact that the theft property as such was not subjected to any mahazar or was

seized from the spot. There is absolutely no evidence forthcoming as to what happened to the theft property, which was falling on the spot after the first party run away from the scene. MW5, the then Security Inspector who claims himself to be sitting in the security room but says nothing about the seizure of the said property from the spot or says nothing as to what happened to the property which was falling on the spot after the first party left the scene. MW2 also has not spoken a single word as to where actually the property found itself after being left on the spot by the first party. Undisputedly, the property was neither seized much less under a mahazor nor was produced before the enquiry officer and in the result, it was also not forthcoming before this tribunal. Therefore, merely because the defence taken by the first party that he infact entered the factory at about 4.30 PM and odd is not believable in the face of gate pass, showing different timing, no presumption can be drawn or conclusion to be arrived at to say that the first party really intended to commit theft and entered the factory to commit theft. In order to prove the incident of theft, the ingredients of theft or an attempt to commit theft must be established. In the present case undisputedly, the property was not seized from the person of the first party and the story put forth by the management that he run away from the scene leaving behind him the theft property and the gate pass on the spot as noted above, is neither acceptable nor plausible. Moreover, it was not seized under any Mahazor nor there is any explanation coming forth to whose custody the property remained after the incident. Therefore, in the light of the above, this tribunal has no hesitation in its mind to come to the conclusion that charge of theft leveled against the first party has not been proved beyond any shadow of doubt and in the result, the dismissal order passed against the first party is liable to be set aside as illegal and void *ab initio*. Since the charge of misconduct has not been proved and the dismissal order passed against the first party held to be illegal is and void, the natural corollary would be the reinstatement of the first party into the service of the management to the post he held at the time of dismissal order passed against him.

Now coming to the question of back wages, the first party came to be removed from service by order dated 30-6-1997 and whereas, he raised the dispute with the authority concerned somewhere in the year 1999 and therefore, for the period in between June 1997 and November 1999, the month of reference to this tribunal question of granting any back wages to the first party does not arise as the delay in raising the dispute for the said period has not been explained by the first party. However, the next question to be considered would be whether the first party could get back wages for the period the proceedings were pending before this tribunal till the passing of the award. In his affidavit he has stated that he is job less and has not got any job. To counter his affidavit averments, there is no evidence let in by the management though the primary burden was cast upon it to prove the gainful employment of the first party in order to deny him the back wages.

However, keeping in view the nature of the charge alleged against the first party and the fact that charge of theft could not be established by cogent, sufficient and legal evidence and so also not forgetting for the moment that first party must not have been idling himself all along without any employment earning his livelihood and the period elapsed during the pendency of the proceedings, it appears to me that ends of justice will be met if the first party is awarded 50% of the back wages from the date 1-12-1999 till the date of his reinstatement with continuity of service and other consequential benefits for the above said period. Hence the following Award:

AWARD

The management is directed to reinstate the first party into its services to the post he held at the time of his dismissal with 50 percent back wages from 01-12-1999 till the date of reinstatement with continuity of service and other consequential benefits during the said period. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 22nd November 2006)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 5068.—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम व्यायालय सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या सीजीआईटी/98/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2006 को प्राप्त हुआ था।

[सं. एल-11011/25/2002-आईआर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 5068.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/98/2003) of the Central Government Industrial Tribunal / Labour Court No. 1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airports Authority of India and their workman which was received by the Central Government on 07-12-2006.

[No. L-11011/25/2002-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL,
PRESIDING OFFICER CENTRAL GOVT.
INDUSTRIAL TRIBUNAL NO.1, NEW DELHI

I.D. No. 98/2003

In the matter of dispute between:

Shri Satpal & Sh.Rajesh through
M/s. Airport Employees Union (Regd.),
3, V.P.House, Rafi Marg,
New Delhi-110001

... Workmen

Versus

1. The Chairman,
Airports Authority of India,
Rajeev Gandhi Bhawan,
New Delhi Safdarjung Airport,
New Delhi - 110037
2. M/s Delhi Mechanical,
JB-35, DG 8 Area,
Hari Nagar, New Delhi - 110064

... Management

Appearances : None.

AWARD

The Central Government in the Ministry of Labour vide its Order No.L-11011/25/2002-IR(M) dated 25-6-2003 has referred the following industrial Dispute to this Tribunal for adjudication:

"Whether the action of the management of AAI, New Delhi in stopping from their services Sh.Satpal and Sh.Rajesh engaged through M/s Delhi Mechanical w.e.f. 08-02-2002 as alleged by the Union is just, valid and reasonable? If not, to what relief and benefits they are entitled?"

In response to notice parties appeared and the workman filed claim statement claiming that he joined the establishment of respondent No.1, Airport Authority of India on 17-1-95 as AC Plant helper through one Sh. Pradeep Singh, M/s Dual Engineer, EXB-24, B-Block, Gali No.1, Hari Nagar, Ghanta Ghar, New Delhi-64 (the then contractor) and lateron the contract was concluded and in his place the respondent No. 2 i.e. M/s Delhi Mechanical was engaged as contractor by the respondent No. 1. The workman Satpal continued in his service/employment despite change of contractors. He passed third course in 1998 and he was promoted as AC Plant Operator w.e.f. 17-8-1998. The second workman Rajesh was appointed as A.C Plant helper w.e.f. 17-8-98 Both of them worked in the building known as Nirman Building of Airports Authority of India. Which building is used by Airport Authority of India as training Center to train its senior officials. Both the workmen had worked continuously from the date of their joining till 7-2-2002 without any break. The respondent denied the work to the petitioners w.e.f. 8-2-2002. The last drawn wages of Satpal was Rs. 2895/- and Rajesh's was Rs. 2704/- P.F. deduction was Rs. 310/- and Rs. 290/- respectively. Nature of job of the workmen is permanent and perennial in nature. It included day to day maintenance and operation of air conditioning plant, and they had duty hours from 8.30 AM to 5.00 PM. Sunday was the weekly

off. On the public holidays and Gazetted holidays, the building used to remain closed as those being the holidays of the Airports Authority of India and the workmen also got holidays. Workmen also filed civil writ petition No. 6210 of 1999 before the Delhi High Court for regularization of service of workmen which was disposed of wherein the workmen were directed to approach appropriate forum for regularization of their services. On the basis of this judgment, the workmen filed a petition before the ALC for regularization of their services. During the pendency of this petition, the respondents terminated the services of the workmen w.e.f. 8-2-2002. Neither the respondent No. 1, the principal employer nor the respondent No. 2, the contractor have assigned any reason for the termination of the services of the petitioner workmen, nor they were paid one month pay in lieu of notice nor retrenchment compensation was paid to them which is in violation of the provisions of section 25-F of the I.D. Act, 1947 and is illegal and unjustified. Further, the respondents had not taken "express previous permission" from the Assistant Labour Commissioner (C) before whom, the regularization case of the workmen was pending for terminating the services of the workmen.

The action of the respondent is also in violation of section 33(1)(b) of the I.D. Act and is liable to be set aside. Workmen sought reinstatement with full back wages.

Claim has been contested by the management No. 1 taking various objections denying the claim of the workmen as they have no locus Standi to prefer the claim as they were workmen under respondent No. 2; that dispute raised by the workmen is not covered under the definition of the I.D. Act and there is no employer-employee relationship between the respondent No. 1 and hence the same is not maintainable. That the Respondent Authority awarded job contract involving the work of operation and maintenance of the 2 Nos x 7.5 TR package type A/C units installed at Niamar to one Sh.Pradeep Singh, M/s. Dual Engineer.

The case was fixed for filing rejoinder but none appeared. Workman appeared on 9-1-06 when he was supplied copy of written statement by respondent No. 1 and thereafter the case was adjourned for filing rejoinder on subsequent hearings on 14-3-06, 30-5-06, 7.8.06 and 3-10-06 when the workman was given last opportunity and on 3-10-06 case was again adjourned to 30-11-06 but none appeared. Thus perusal of the above order sheet shows that the workmen are not interested in prosecution of their claim giving rise to the presumption that they do not dispute the correctness and justification of the alleged action of the management in stopping them from their services and the same appears to be just and reasonable. No dispute award is accordingly passed. File be consigned to record room.

SANT SINGH BAL, Presiding Officer

Dated 30-11-2006.

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 5069—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विकल रिसर्च डेवलपमेंट एस्टेब्लिशमेंट के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में श्रम न्यायालय, अहमद नगर के पंचाट (संदर्भ संख्या) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/71/2000-आई आर(डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5069.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court Ahmednagar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vehicle Research Development Estt. and their workman, which was received by the Central Government on 08-12-2006.

[No. L-14012/71/2000-IR(D.U.)]

SURENDRA SINGH, Desk Officer
ANNEXURE

BEFORE SHRI A. A. KHAN, PRESIDING OFFICER
1ST LABOUR COURT AT AHMEDNAGAR

REF. IDA/CASE NO. 7/2001

Adjudication

Between

The Director,
Vehicle Research Development
Estt. AhmednagarParty No. 1

AND

Shri G.P. Ambedkar,
R/o Valunj,
Tah-Dist. Ahmednagar.Party No. 2

Coram: Shri A.A. Khan, P.O.

APPEARANCES

Shri A.K. Gugale, Adv. for Party No. 1

Smt. Rakha Dasare, Adv. for Party No. 2

AWARD

(Delivered on 7-10-2006)

1. This is a reference made u/s 10(1)(c) read with Sec. 12(5) of the Industrial Disputes Act, 1947 made by the Government of India, Ministry of Labour/Shram Mantralaya, Delhi for adjudication of a dispute.

2. The brief fact of the reference are as under :

That, the Party No. 1 had appointed the Party No. 2 as a Waiter in the year 1990 in officers' mess which is run under the supervision and control of the Party No. 1. He

has completed more than 240 days service in each year and is eligible for permanency in service. He has completed more than 8 years of service continuously with good record. The Party No. 1 also increased his salary and was paying Rs. 1000/- p.m. The Party No. 2 claimed the wages equal to the permanent employee, hence they terminated his service w.e.f. 12-12-99, he approached to the Labour Commissioner, Pune. The Labour Commissioner referred the matter to the Ministry of Labour, New Delhi and the same was forwarded for adjudication.

3. According to the Party No. 2, the Party No. 1 has terminated the services of the Party No. 2 without adopting due process of law and also appointed another person in his place.

4. The Party No. 1 has filed reply at Exh. C-4 and contended that the complaint is not within limitation. The Party No. 1 never appointed the Party No. 2 as a waiter in his establishment. According to him, the Party No. 1 have no concern with the officers' mess. The officers themselves runs the mess by forming mess-committee on monthly contribution from their members. There is no directly or indirectly control of the Party No. 1 over the said officers mess. The Party No. 1 is under the control of Ministry of Defence. He is recruiting authority. There is no sanction post as a waiter in any mess. The Party No. 2 is not a government servant, nor appointed as per recruitment rules; and therefore, no question of termination and reinstatement arise. Further submitted that this court has no jurisdiction to entertain the application. There is no contract in between the Party No. 1 and 2 in respect of employment.

5. From the rival contentions of parties, I have framed the issues on 3-7-2006 at Exh. O-4 and record my findings against them for the reasons stated below :

Issues	Findings
1. Whether this Court has jurisdiction to entertain the reference	Yes
2. Does the Party No. 2 prove that his services has been terminated by the Party No. 1 without obtaining due process of law?	No
3. If yes, does the Party No. 2 prove that he is entitled for the relief of reinstatement with continuity in service and back wages ?	No
4. What order?	As per final Award.

REASONS

6. As to Issue No. 1 to 4 : In order to establish the claim, the Party No. 2 has examined himself at Exh. U-5 and relied on documents filed below list Exh. U-8. As against this, the Party No. 1 examined the Chief Admin. Officer at Exh. C-6 and produced the documents at Exh. C-6/1.

7. It is the case of the Party No. 2 that he is employee of the Party No. 1 appointed in the year 1990 as a Waiter in officers' mess which is under the supervision and control of the Party No. 1. Accordingly to him, he has completed more than 240 days service and eligible for permanency in service. Instead of granting permanency, they have orally terminated his services by adopting illegal process. As against this, the Party No. 1 contended that the Party No. 2 is not at all workman of the Party No. 1 Officers' mess is not under the control and supervision of the Party No. 1. The Party No. 1 is Central Government under the Ministry of Defence. They have their separate recruitment boards. The Party No. 1 is not at all recruited the Party No. 2, hence no question of termination and reinstatement arise. He has examined Chief Admin. Officer and proved the document Exh. C-6/1.

8. Heard Shri Gugale, Adv. for the Party No. 1 and Smt. Dasare, Adv. for the Party No. 2 at the length.

9. I perused the statement of the claim of the Party No. 2, reply of the Party No. 1, evidence and documents on record in the light of points argued by the counsel for the Party No. 1 and 2. It is argued on behalf of the Party No. 1 that the officers' mess is not under the control and supervision of the Party No. 1 which is maintained by the officers. Therefore, the Party No. 2 is not an employee of the Party No. 1. He relied on AIR 1995 SC 1666 and AIR 2006 SC. 845 wherein it is held that, "no post for canteen was sanctioned by the State. Same was run by the Organization of the State Government. Therefore, they are not at all entitled to claim government service." He also relied AIR 2002 SC "226 wherein it is held that, the canteen was set-up by the employment of the contractor, therefore, appointment, confirmation or dismissal from service of workman was exercised by the contractor and not by the establishment."

10. First of all, I have to see whether the Party No. 2 is a workman of the Party No. 1. It is noted that though he contended that he is appointed as a waiter in the year 1990 in officers' mess but he did not produce any appointment letter. He further contended that the mess is under the supervision and control of Party No. 1. In order to prove this fact, he produced the certificate issued by the Jt. Director of Party No. 1 Mr. U.S. Abrol filed below list Exh. U-8. It appears that Shri US Abrol, Jt. Director of the Party No. 1 issued experience certificate and contended that the Party No. 2 is working as a waiter/helper in VRDE officers' mess since 1990. His consolidated salary is Rs. 500/- pm. It was issued on 29-1-97. As against this, the Party No. 1 adduced oral evidence of Chief Admin. Officer, VRDE and states that the Party No. 1 is under the control of Defence Ministry, Union of India and there is separate recruitment board to appoint the employee in their establishment. The officers association used to run the mess and not by the Party No. 1. The Party No. 2 was working as a waiter in officers' mess. He being the officer issued the certificate in

his personal capacity, not in the capacity of the Party No. 1. He further states that the Party No. 1 runs the canteen for staff and there are sanctioned posts of 2 waiters in the said canteen. He produced the statement of details of canteen staff at Exh. C-6/1 from August-81 to December-2000 wherein the name of the canteen staff and their salary is mentioned in the columns but the name of this Party No. 2 is not mentioned in the list from 1981 to 2000. It appears that the Party No. 1 runs the canteen for staff, the same is under the control and supervision of the Party No. 1. They have been appointed as per their recruitment rules. It appears that the officers' mess is not under the control and supervision of the Party No. 1 and the Party No. 2 is not appointed in the canteen run by the Party No. 1. On the contrary, he is employee of the officers' mess which is not at under the control and supervision of the Party No. 1. As per Sec. 2 (s) of the I.D. Act, the Party No. 1 comes under Ministry of Defence, Government of India regulated under the Army Act and the same is excluded from the definition of employer. It has also come in the evidence that the Party No. 1 Military Cantonments comes under the supervision of Ministry of Defence. Admittedly, there is no appointment letter in respect of recruitment for the post of waiter as claimed. The Party No. 2 is claiming continuity of service. Granting continuity of service would be amount to recruit him for the post as claimed in officers' mess which is not at all under the control and supervision of this Party No. 1. Hence, I hold that the Party No. 2 is not the employee of the Party No. 1 and therefore question of reinstatement with continuity of service and back wages does not arise. Hence, I answer Issue No. 1 to 3 accordingly and answer the Reference in the negative. Hence, I proceed to pass the following Award.

AWARD

1. The reference is hereby answered in the negative.

2. Four copies of Award be sent to the Desk Officer, Government of India, Ministry of Labour/Shram Mantralaya, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001 for information and necessary action.

Ahmednagar.
Dtd. 7-10-2006

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 5070.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विकल रिसर्च डेवलपमेंट ऐस्टेब्लिशमेंट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय अहमदनगर के पंचाट (संदर्भ संख्या ---) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/69/2000-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5070.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Ahmednagar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vehicle Research Development Estt. and their workman, which was received by the Central Government on 08-12-2006.

[No. L-14012/69/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A. A. KHAN, PRESIDING OFFICER, 1st LABOUR COURT AT AHMEDNAGAR

Ref. IDA/Case No. 6/2001

Adjudication

BETWEEN

The Director,
Vehicle Research Development
Estt. Ahmednagar : Party No. 1

And

Shri S. R. Gunjal,
R/O Nimbodi, Tah-Nagar,
District-Ahmednagar : Party No. 2

CORAM : Shri A. A. Khan, P.O.

APPEARANCES

Shri A. K. Gugale, Adv. for Party No. 1

Shri Rakha Dasare, Adv. for Party No. 2

AWARD

(Delivered on 7-10-2006)

1. This is a reference made under Sec. 10(1)(c) read with Section 12(5) of the Industrial Disputes Act, 1947 sent by the Government of India, Ministry of Labour/Shram Mantralaya, New Delhi for adjudication of dispute.

2. The brief facts of the reference are as under :

That, the Party No. 1 is Vehicle Research Development Establishment of Military Cantonment. Party No. 2 is a Cook in the officers' mess which is under the supervision and control of the Party No. 1. He was regular and continuous in service. He has also completed 240 days service in each year and eligible for permanency. The Party No. 2 has completed 15 years of service. At present, he was drawing salary of Rs. 1150 p.m. His pay-scale is not revised since long. The Party No. 1 is not paying the wages equal to the permanent employee. The Party No. 1 has orally terminated his services w.e.f. 12-12-99. No notice of retrenchment compensation given to the Party No. 2. No charge-sheet was served, no departmental inquiry was initiated before termination. The termination is illegal and

against law. He approached to the Labour Commissioner, Pune. The matter was referred to the Secretary, Government of India, Ministry of Labour and referred to this court for adjudication of the claim. The Party No. 2 claiming the relief of reinstatement with continuity of service and full back wages.

3. The Party No. 1 appeared and filed his written statement at Exh. C-4 and contended that this Hon'ble Court has no jurisdiction to decide the matter; the complaint is not within time. According to him, he was not employee of the Party No. 1. The officers' mess is run by the officers privately. The said officers' mess is not under the supervision and control of the Party No. 1. The Party No. 1 has no control in running of officers' mess. There is no directly or indirectly control over the officers' mess. The officers' mess is constituted by the members. The officers mess have no sanctioned post. The Party No. 1 is Defence Department under the control of Government of India where none can be allowed to work without post being sanctioned by the Government and without adopting the recruitment rules. The officers' mess is not the part and parcel Defence Service. There is no sanctioned post. It was run by the officers independently. No. Defence Service Rule are applicable to the said mess. Therefore, the allegations of the Party No. 2 regarding reinstatement with continuity in service and back wages are not tenable in the eye of law, hence it be dismissed. Further contended that this Hon'ble court has no jurisdiction to try and decide the reference. The Central Administrative Tribunal is proper Forum to adjudicate the claim.

4. From the rival contentions of the parties, my Predecessor has framed the Issues at Exh. O-6 and I recasted the same and record my finding thereon for the reasons stated below :

Issues

Findings

1. Whether this Court has jurisdiction to entertain the reference ? Yes

2. Does the Party No. 2 prove that his services has been terminated by the Party No. 1 without adopting due process of law ? No.

3. If yes, does the Party No. 2 prove that he is entitled for the relief of reinstatement with continuity in service and back wages ? No.

4. What order ? As per final award

REASONS

5. As to Issue No. 1 to 3 : In order to establish the claim of the Party No. 2, the Party No. 2 adduced oral evidence at Exh. O-7 and produced the documents below list Exh. U-8. As against this, the Party No. 1 adduced oral evidence at Exh. C-10 and produced the documents along with application Exh. C-11. It is the case of the Party No. 2 that he is employee of the Party No. 1 Vehicle Research

Development Establishment which comes under the Ministry of Defence. He was appointed in the year 1985 as a Cook on monthly payment of Rs. 1150. Accordingly, he was orally engaged, no appointment order issued to him. He is in continuous service since 1985 in the establishment of the Party No. 1. The Party No. 1 runs the officers' mess. He used to sign the attendance register every day. The officers of the Party No. 1 used to pay him the wages on 1st of each month. He has completed 240 days in every year. His services orally terminated on 12-12-99. No notice or retrenchment compensation paid to him. The mess is still in existence. According to him, he demanded equal pay with the permanent workers. Therefore, they have terminated him. In support of his contentions he filed certificate dated 21-10-86 issued by the officers of the Vehicle Research Development Establishment wherein it is contended that he is working with the Party No. 1 in officers mess since 1983. As against this the Party No. 1 examined one Ramchandran Palliath who is C.E.O. of the Party No. 1. According to him, the Party No. 2 was cook in the officers mess which is not under the control or supervision of the Party No. 1. According to him, the same is run by the officers association. The said mess have no concern with the Party No. 1. The Party No. 1 runs the canteen for the welfare and benefits of the workers and staff since 1981. Therefore, no need to run the mess. In support of his contentions, he also produced the statement of canteen since 1981 to December 2000. He also produced the certified copy of application dated 27-6-95 filed by the Party No. 2 to the Party No. 1 with reference to advertisement of daily Loksatta dated 25-6-95 for the vacancy of cook in canteen, wherein it is contended in Column-E that he was working in VRDE officers' mess since 1985 till date. He had also produced the employment card. He further states that officers' mess is at all not under the control of the Party No. 1. The Party No. 1 is the establishment under Union of India. There is separate Forum Central Administrative Tribunal constituted under the Act. Therefore, this court has no jurisdiction to entertain this application. He is not at all workman of the Party No. 1.

6. Heard Smt. Dasare, Adv. for the Party No. 2 and Shri Gugale for Party No. 1. It is argued by Adv. Dasare that the Party No. 2 has proved that he is employee of the Party No. 1. He proved the said facts by adducing oral and documentary evidence. She invited my attention on document, Exh. U-8. It is the certificate issued by the Party No. 1 to Party No. 2 contending that he was working in VRDE officers mess since 1983. As against this, the counsel for the Party No. 1 argued that the certificate was issued for filing the application for the post of cook in the establishment of canteen of the Party No. 1 because the Party No. 2 was working in officers mess and not in the employment of the canteen run by the Party No. 1 and relied on AIR 1995 SC. 1666 wherein it is held that, "Co-operative Society or contractor managing the canteen was only

agency of Corporation, therefore, the workers employed in canteen were not the employee of L.I.C." He also relied on AIR 2006 SC. 845, wherein it is held that, "the canteen is run in hospital of organization of the State. Post have not been sanctioned, therefore, they are not entitled to remuneration, scale as per the Government employee". He also relied on AIR 2002 SC 226 wherein it is held that, the workmen of statutory canteen cannot claim to be a regular worker of the establishment."

7. From the evidence and documents on record placed by both parties and admitted facts on record, it appears that the Party No. 1 VRDE is an establishment of the Ministry of Defence under the provision of Army Act, 1950. It is alleged that the Party No. 2 was working in Party No. 1's officers mess since June-83. Now, I have to see, whether the officers mess is run by VRDE, Ministry of Defence, Government of India. In support of the contentions of the Party No. 2, the Party No. 2 produced the certificate below list Exh. U-8. I have carefully gone through the contents of certificate. It appears that it was issued on 21-10-86 by one officer of the Party No. 1 Shri R.C. Jalan who is Mess Secretary. Now again question arise, whether the mess is part and parcel of the establishment of the Party No. 1. It has come in the evidence that mess is separate entity which is run by the officers association and not by the Party No. 1. In order to prove this facts, the Party No. 1 produced the details of canteen staff since 1981 to 2000 wherein name of this Party No. 2 is not mentioned. The detailed statement of canteen staff appears that the Party No. 1 runs the canteen wherein they have appointed clerk, cook, waiter and also mentioned the name of individuals and their pay-scale wherein the name of this Party No. 2 is not at all mentioned since August-81 to December-2000. On the contrary, the Party No. 1 also produced the copy of application filed by this Party No. 2 dated 27-6-95. This application was filed by the Party No. 2 as per advertisement of the Party No. 1 for the post of cook wherein he has contended that he is working in officers' mess. From the document itself appears that on one hand, he is claiming that he is employee of the Party No. 1 and on the other hand, document itself shows that he had applied for the post of cook in the establishment of the Party No. 1. Contrary statement of Party No. 2 itself shows that he was not the employee of the Party No. 1. The certificate Exh. U-8 issued by the Mess Secretary, not in the capacity of the Party No. 1. The documents on record shows that the Party No. 2 used to do the work in mess which is run by the association of officers and not by the Party No. 1.

8. I have discussed above that the Party No. 1 is under the control of Ministry of Defence, Government of India, which does not include under the definition of workman. The Party No. 2 fails to establish that he is employee of the Party No. 1 and his services has been terminated illegally by the Party No. 1 as claimed. Hence, he is not entitled to claim any relief of reinstatement with continuity of service.

Hence, I answer Issue No.1 to 3 accordingly and proceed to pass the following award.

AWARD

1. The reference is hereby answered in the negative.
2. Four copies of award be sent to the Desk Officer, Government of India, Ministry of Labour/Shram Mantralaya, Shram Shakti Bhawan, Rafi Marg, New Delhi-110 001 for information and necessary action.

A.A. KHAN, Presiding Officer,

Ahmednagar.

Dated: 7-10-2006

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 5071.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय बैंगलौर के पंचाट (संदर्भ संख्या 1/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/258/2001-आई आर (डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5071.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 8-12-2006.

[No. L-40012/258/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated : 21st November 2006

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 1/2002

I PARTY

Shri Shankar Vishnupanth : The Supdt. of Post
Despande,
S/o. Shri Vishnupanth : Offices,
Despande, Post and Telegraphs,
Ravalgalli, Rabkavi P.O., Division Bagalkot,
Jamkhandi Taluk, Bagalkot-587101
Bagalkot-587101
Karnataka State.

II PARTY

The Supdt. of Post
Offices,
Post and Telegraphs,
Division Bagalkot,
Bagalkot-587101
Karnataka State.

APPEARANCES

1st Party	:	Shri V. S. Naik, Advocate.
2nd Party	:	Shri K. Prakash Rao, Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order No. L-40012/258/2001-IR (DU) dated 18th December, 2001 for adjudication on the following schedule :

SCHEDULE

“Whether the action of management of Supdt. of Post offices, Bagalkot in terminating the services of the applicant workman Shri Shankar Vishnupanth Despande w.e.f. 20-10-2000 is justified? If not, what relief the workman is entitled?”

2. The case of the first party workman as made out in his Claim Statement, briefly, stated is that the management initially had taken him on daily wage basis at their establishments coming under the jurisdiction of the Sub-Divisional Inspector (P), Jamakhandi in various capacities and infact he was appointed during the year 1986 and used to work as a Packer, Stamp Vendor and also in the office of the Bank Posts Master (BPM). He was also attending the work of delivery of telegrams on several occasions and was being paid salary on daily wage basis and the management managed to see that he does not get the benefit of continuity of service, allowing him to work only intermittently. However, he worked at different places for about 20 days in a month and some times through out the month on the assurance given by the management that his services will be regularized; that he was made to work continuously from 29-7-1999 to the post of Packer at Rabkavi Post Office on regular basis drawing monthly salary of Rs. 2300 including the Basic Pay and Dearness Allowance. He worked continuously till 20th October 2000 and to his shock and surprise he was refused employment on 21-10-2000 only on the ground that a lady candidate has been appointed to his place and he need not report for duty any more; that there was no notice or any memo issued to him by the management in this regard and therefore, the action of the management refusing him employment was illegal and unjust and arbitrary. He further contended that he worked for more than 240 days continuously preceding the date on which he was refused employment and therefore, the action of the management amounts to termination rather illegal retrenchment as defined under Section 2(oo) of the ID Act read with Section 25F thereof; that the management during the conciliation proceedings admitted that the first party worked with it and that as per the EDA (Conduct and Service) Rules, 1964 if any employee works more than 3 years continuously on stop gap/ provisional basis he will be absorbed without the formalities. However, the contention of the management that first party worked only for 18 months was false and incorrect as he

worked from 1986 to October 2000 continuously qualifying service condition of 3 years to be entitled for absorption and therefore, the management adopted unfair labour practice and terminated the service of the first party illegally and hence he is entitled to be reinstated in service with all attended benefits.

3. The management by its Counter Statement however, contended that it is engaged in communication service as a sovereign function of the state and it is held by their Lordship of Supreme Court in many decisions that the management is not an 'Industry' and no weightage shall be given to the past service rendered as substitute or in provisional capacity. The management then contended that during the year 1999 one post of extra departmental delivery agent fell vacant at Rabakavi Post Office under Superintendent of post offices, Bagalkot Division on account on account of promotion of the incumbent as Grade 'D' and since the post could not be kept vacant, in the public interest, the management engaged the services of the first party workman only as a stop gap arrangement making him very clear that he will have not right to regular appointment; that filling of vacant post on short term stop gap arrangement is in practice as per rules/norms recognized by the statute and therefore, the workmen whose services were engaged under that category cannot claim any right of regularization of their services; that the management appointed one Smt. Kasturi Patil as ED Packer, Rabakavi Post officer on 21-10-2000 on compassionate ground and subsequent to her appointment, the work of the first party dislodged (discontinued). Therefore, the management contended that it is not an institution coming under the definition of 'industry' and in the result provisions of ID Act are not applicable to the present case. The management denied the contention that the first party worked for a period of 14 years and that the management admitted before the conciliation officer that he could have been absorbed in service without complying with the formalities required for the purpose of regular appointment. The management ultimately requested this tribunal to reject the reference.

4. During the course of trial, the management on its behalf examined one Mr. S.L. Hoikar, said to be the Superintendent of Post Offices working under the managements as MWI and this witness in his affidavit by way of examination chief just repeated the various contentions taken by the management in the counter statement. In his further examination chief two documents were marked at EX.M1 & M2 relating to the appointment of said Smt. Kasturi Patil. In his cross examination he admitted that the first party worked with the management as a Packer, Stamp Vendor and for delivery of telegrams which work is permanent in nature and it is against the vacant post, the first party was taken but on temporary basis, that too, on his own request as no procedure was required to take him on temporary basis. He however, denied the suggestion that the first party was taken in service in 1986 and worked

continuously upto 21-10-2000 for more than 240 days in each year. It was elicited from him that no notice was given to the first party while terminating his services.

5. The first party as a rebuttal filed his own affidavit by way of examination chief reiterating almost all the relevant averments made by him in his Claim Statement. In his cross examination he admitted that he has no documents to show that he was under the service of the management from 1986 to 28.7.1999 and that no appointment letter was given to him in writing. He denied the suggestion that he did not work continuously but intermittently and that it was on temporary basis. He admitted that there was no notification of filling up of the post and he has not given any application seeking the job and his job was subject to the appointment of regular employee.

6. Learned counsel for the first party Shri Ramesh for Shri V.S. Naik vehemently argued that the management in its objection statement filed to IA for production of certain documents in very clear words admitted that the first party was under his service from 29-7-1999 till 21-10-2000 but denied the fact that he was in the service from 1986 onwards. He contended that management failed to produce the attendance register as well as the treasury cash book for the period from 1986 to October 2000 though these documents presumed to be in the custody of the management as per the very statement of MWI therefore, adverse inference is to be drawn against the management holding that the first party was in its service from 1986 onwards. His next contention was that when undisputedly the first party was in the service of the management atleast from the month of July 1999 till the month of October 2000 continuously, then it goes without saying that he completed period of 240 days service continuously and therefore, his termination not being in compliance of Section 25F of the 10 Act, termination amounts to retrenchment as defined under Section 2(oo) of the ID Act and is liable to be set aside.

7. Whereas, learned counsel for the management argued that first of all the very reference on hand is not maintainable as the management is not an industry as defined under Section 2(j) of the ID Act and the first party is not a workman as defined under Section 2(s) of the ID Act and therefore, provisions of Section 25F read with Section 2(oo) of the ID Act are not applicable to the present case. His contention is that the first party was taken into service on provisional basis when the post of extra departmental delivery agent fell vacant consequent upon promotion of incumbent as Group 'D' and his services came to be discontinued on the appointment of Smt. Kasturi Patil as ED Packer on compassionate ground. He contended that since services of the first party were engaged on temporary basis/provisional basis subject to appointment of a regular ED Packer and has been discontinued on such an appointment, he cannot have any grievance against the management particularly, when the provisions of ID Act

are not applicable to his case. He contended that when undisputedly the first party was engaged on provisional basis during the months of July 1999 and October 2000, there was no necessity for the management to have produced the treasury cash book from 1986 onwards and attendance register since was not maintained for such a temporary employee, therefore, not produced by the management and therefore, question of drawing any adverse inference does not arise. On the point that services of the first party have been terminated legally, he being a temporary employee working on provisional basis, learned counsel referred to a decision of Divisional Bench of our Hon'ble High Court in Writ petition Nos. 21331-333/00 dated 18th August 2001. On the point that management is not an Industry, learned counsel referred to the awarded dated 3-2-2006 in CR No. 52/92 passed by this tribunal. On the point that burden of proof was cast on the first party that he was in the service of the management continuously from 1986 onwards, he took support of the Principle laid down by their Lordship of Supreme Court in the case reported in 2005 SC cases (L&S) 609 Manager RBI, Bangalore V.S.S. Maney & others.

8. After having gone through the records, I find substance in the arguments advanced for the management.

9. First of all, I would like to take up the legal question raised by the management as to whether it comes under the definition of an industry giving jurisdiction to this tribunal to entertain the present reference. In the reference case in CR No. 52/92 referred to supra, where the management involved was a postal department, similar contention was taken by the management that it does not fall under the definition of an Industry and this tribunal (the undersigned) after having considered the respective contentions of the parties upheld the contention of the management giving its reasonings at Para 13 and 14 of the award passed in the said case (relevant for the purpose) running as under :—

“Whereas, it is the case of the first party that the management is an Industry and he is a ‘workman’ as defined under Section 2(s) of the ID Act and therefore irrespective of above said Rule 6 of Conduct and Service Rules, his services could not have been terminated ignoring the provisions of Section 25F of the ID Act. His further contention is that even otherwise the foundation of termination order since was the alleged unauthorized absence of the first party amounting to misconduct, a departmental enquiry was must holding him guilty of the misconduct so as to terminate his services. A perusal of the decision in the above said General Manager, Telecom case (Para 5) it can be seen that their Lordship of Supreme Court in the said Theyyam Joseph case held that the functions of the Postal Department are part of the sovereign functions of the state and therefore, not an ‘Industry’ as defined

under section 2(j) of the ID Act. In Bombay Telephone Canteen Employees Association case similar view was taken by the two judge bench of Supreme Court observing that if the doctrine enunciated in Bangalore Water Supply case is strictly applied, the consequence is ‘catastrophic’. Their Lordship of Supreme Court presided over by three judges in the said Telecom case while referring to the said Bangalore Water Supply case ruled that the decision in the said Theyyam Joseph case and Bombay Telephone Canteen Employees Association case cannot be treated as laying down the correct law. The bench decided that the management of Telecom in the aforesaid case was an ‘Industry’ and the respondents in the said case fell under the category of ‘workman’ as defined under Section 2(s) of the ID Act. Therefore, the learned counsel for the first party relying upon the aforesaid decision in Telecom case argued that the management of Postal Department in this case is an ‘Industry’ and the first party as a ‘workman’ under the ID Act.

As against this, learned counsel for the management is to contend that in the aforesaid General Manager, Telecom case a notification dated 11-12-1979 issued by the Govt. of India and the office memorandum was not considered and therefore, their Lordship of Supreme Court in the above said Umesh Koraga Bhandari case referred the matter for hearing by three judges bench after having referred to above said Theyyam Joseph case and Bombay Telephone Canteen Employees Association case as well as General Manager, Telecom case. Therefore, the principle laid down in the aforesaid GM Telecom case will not be helpful to the case of the first party. I find substance in the said contention of the management. The principle laid down by their Lordship of Supreme Court in the above said GM Telecom case, in my humble opinion are not applicable to the present case. Undisputedly there was no adjudication of the question whether the holders of civil posts could move CGIT or the only forum to seek relief was the Administrative Tribunal. The effect of notification in office memorandum referred to supra and Rule 6 of aforesaid Conduct and Service Rules were also not considered in the said case. As contended for the management in the aforesaid GM Telecom case the management happened to be Telecom department and whereas, in the aforesaid Theyyam Joseph case the management happened to be the Postal Department. The management in the above Umesh Koraga Bhandari case again happened to be a Telephone Nigam Limited. It is notice dispute that there are no employees like ED agents existed in the Department of Telecom which posts were existing in the Department of Post. Therefore, the decision laid down in the above said General Manager Telecom case holding it to be an ‘Industry’ will not be applicable to the management in the instant case which happened to be the Department of Post.

That department of Post in fact was involved in the above said Theyyam Joseph case and their Lordship have held the view that it is not an 'Industry'. Therefore, the principle laid down in the said Theyyam Joseph case must apply to the case on hand. That apart, in a subsequent decision of their Lordship of Supreme Court reported in 1998 Supreme Court case (L&S) 447 in Union of India and Others Vs. Kameshwar Prasad, we have got a very clear and unequivocal answer in deciding the controversy over the point in question. It was a case involving the post of Extra Departmental Agent as in the present case and their Lordship held the view that Extra Departmental Agent is a Government Servant holding a Civil Post and is entitled to protection of Article 311 (2) of Constitution of India. Their Lordship further observed that the aforesaid Conduct and Service Rules 1964 are a complete code governing service, conduct and disciplinary proceedings against ED Agents. In fact in this case the party concerned had moved the Central Administrative Tribunal by filing OA No.177/91 and the learned CAT had entertained the dispute which means to say that CAT was a proper forum to adjudicate the dispute raised by the ED Agent, he being a Civil Servant and that such a dispute cannot be raised before the CGIT. The principle laid down in the aforesaid decision therefore shall apply to the instant case on all its fours and if we go by the principle laid down in the said decision, once again, rendered by their Lordship of Supreme Court, it can never be said that the Postal Department is an 'Industry' as defined under Section 2(j) and the first party is a 'workman' as defined under Section 2(s) of the ID Act. It becomes crystal clear from the observations made in the said decision that the aforesaid rules namely, the Post and Telegraph Extra Departmental Agents (Conduct and Service) Rules 1964 are complete code governing service conduct and disciplinary proceedings against EDAs. The aforesaid rules were not under consideration by their Lordship of Supreme Court in the aforesaid GM Telecom case. Therefore, on this count also principle laid down in the said case will not come to the rescue of the first party in this case. It is in this view of the matter, one must attach due weight to the contention taken by the management that it was justified in terminating the services of the first party invoking Rule 6 of the above said (Conduct and Service) Rules and in the light of the very terms of appointment order issued to the first party. During 1988 the un-amended provision of Rule 6 provided a power to the appointing authority to terminate the services of ED Packer (ED agent) who has not rendered more than 3 years continuous service without any notice. The implication of amendment of Rule (Service and Conduct) was to see that order for termination of service may not require any reasons to indicate but in cases of unsatisfactory service or for administrative reasons unconnected with the conduct, termination can be effected under the Rule 6 of the said Rules. In the instant case as noted above, the management invoking the above said Rule 6 terminated the services of

the first party, of course, without giving any reasons. As noted above, his services could have been terminated without giving any reason if he had not completed 3 years continuous service as on the date of termination order. In the instant case admittedly he did not complete period of 3 years continuous service on the date termination order was passed. That apart as noted above, Clause 4 of the appointment Order was very clear on the point that services of the first party as a ED Packer were liable to terminated under the aforesaid (Conduct and Service) Rules as amended from time to time. Therefore, the contention taken by the first party that the management is an 'Industry' and he is a 'workman' under the provisions of ID Act and therefore, his termination amounts to illegal retrenchment there being no compliance of Section 25F of the ID Act must fail and in the result the decisions cited on behalf of the first party on the said point will not be helpful to his case. His contention that termination order is punitive in nature attaching stigma is again not tenable for the simple reason that the termination order has not even referred to his unsatisfactory work during the service and was just based upon Rule 6 of the above said (Conduct and Service) Rules. Absolutely no adverse remark was made in the termination order. His contention that there should have been a departmental enquiry as termination order was based on his alleged unauthorized absence/amounting to misconduct again must fail keeping in view the aforesaid Rule 6 of the (Conduct and Service) Rules invoking which termination order was passed. Therefore, in the light of the above, it must be held that the management was justified in terminating the services of the first party w.e.f. 12-3-1986.

10. Therefore, in the light of the reasonings already recorded by this tribunal on the point in question, I need not repeat the same once again in this case and in the result, I must record the finding to the effect that the management is not an Industry as defined under Section 2(j) of the ID Act.

11. Now coming to the merits of the case, it is no doubt admitted by the management by way of objection statement to the IA filed by the first party and in the statement of MW1 itself that first party has been in the service of the management continuously from the month of July 1999 till October 2000 and therefore, as argued for the first party he must have completed continuous service of 240 days in a calendar year before he was refused employment. However, in the face of the finding already recorded above, when the management does not fit into the definition of an Industry, it goes without saying that the provisions of ID Act are not applicable to the present case. Therefore, question of the termination of the first party being in violation of provisions of Section 25F read with Section 2(oo) of the ID Act does not arise at all and it cannot be therefore, said that it was a case of illegal retrenchment amounting to illegal termination. The

contention of the first party that since he completed service of more than 3 years beginning from the year 1986 and since the management before the conciliation officer took up the contention that in case the employee completes the continuous service of 3 years on stop gap (provisional basis) he will be entitled to be absorbed in service does not merit consideration as the management has disputed the fact that the first party was in its service from 1986 onwards. The first party has not produced any document and on the other hand in his cross-examination as noted above, he in uncertain words admitted that he has no documents to show that he was under the service of the management from 1986 onwards. As per his own admission he has no letter of appointment in writing. That apart, in his claim statement itself as brought on record above, he has come out with the case that earlier to July, 1999 he was being engaged by the management intermittently and not continuously. That apart, as laid down by their Lordship of Supreme Court in the above said RBI case, the burden of proof that first party was in the service of the management right from the year 1986 up till October, 2000 was cast upon the first party himself. In a case reported in (2004) 107 FJR 264 SC—Rajasthan State Ganganagar Mills Ltd V/s. State of Rajasthan. Their Lordship of Supreme Court held the view that "mere non-production of muster roll by the employer for a particular period is not sufficient for a labour court to hold that workman had worked for 240 days as claimed. On the same analogy the non-production of treasury cash book and the attendance register by the management therefore, cannot give rise to any adverse inference to be drawn against the management. It was for the first party to have substantiated his claim independently that he worked under the management from 1986 upto till October 2000 and thereby he was eligible to be absorbed in services of the management having completed 3 years of period as per EDA (Conduct and Service) Rules 1964. Moreover, we are not concerned here about his right for regularization but about the alleged termination. Moreover, it is not disputed by the first party anywhere that he was working as ED Packer though against the permanent post, it being vacant on account of promotion of the employee holding it and the fact that said Smt. Kasturi Patil having been appointed to the said post, his services were discontinued. This undisputed fact must lead to the inference that the services of the first party were being engaged by the management as a stop gap/provisional basis as regular employee holding the said post of EDA have become vacant on account of promotion. Therefore, as argued for the management, even if, the first party had worked continuously for a period of 240 days and more between July, 1999 and October, 2000, his services could have been discontinued, he being engaged by the management on provisional basis irrespective of the provisions of Section 25F read with Section 2(oo) of the I.D. Act, as laid by our Hon'ble High Court in the aforesaid Writ Petitions, In the result, viewed from any angle reference

on hand does not merit consideration and therefore, liable to be dismissed and hence the following Award:

AWARD

The reference stands dismissed. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 21st November, 2006)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 8 दिसंबर, 2006

का.आ. 5072.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 108/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/230/2002-आई. आर. (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/2003) of the Central Government Industrial Tribunal cum Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 8-12-2006.

[No. L-40012/230/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. 108/2003

Dated: 30-11-2006

Sh. Abdul Rashid Khan,
S/o Sh. Nizar Ahmed, C/o. Abdul Mateen,
Vill. Udhian Khedi, Tah. Sarangpur, Rajgarh. Petitioner

Versus

The Telecom District Engineer,
O/o The TDE, BSNL, Rajgarh-465 674. Respondent

AWARD

1. The Central Government after satisfying the existence of disputes between Sh. Abdul Rashid Khan S/o Sh. Nizar Ahmed, Party No.1 and The Telecom District Engineer, O/o The TDE, BSNL, Rajgarh - 465 674 Party No. 2 referred the same for adjudication to this Tribunal vide its letter No. L- 40012/230/2002-IR (DU) dt. 11-03-2003 under clause (d) of sub section (1) and (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of Telecom District Engineer, Rajgargh in terminating the services of She Abdul Rashid Khan S/o She Nizar Ahmed w.c.f. 30-9-2000 is justified? If not, to what relief the workman is entitled for?"

3. The reference has been received to this office in the year 2005. The notices of it were issued to the parties on 31-5-2005. The respondent appeared and filed its authority on 26-7-2005. However, from 26-07-2005 nobody appeared before the court till today. Even the Statement of claim is not filed upto September 2006. It indicates that the petitioner is not interested and he is not taking any steps. Hence it is disposed of for default of the petitioner i.e. for his absence and not taking any steps or filing the statements of claim.

4. Hence it is dismissed for the default of the petitioner for not filing of the Statement of Claim. Thus the award.

A. N. YADAV, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 5073.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 666/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/80/95-आई.आर. (डी. यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 666/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 8-12-2006.

[No.L-40012/80/95-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOURCOURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE NO. I.D.No. 666/2005.

Registered on 25-08-2005

Date of Decision 9-11-2006.

Harvinder Singh C/o Shri S. D. Aggarwal, House No. 3115, Sector 38-D, Chandigarh

...Petitioner

Versus

The Senior Supdt. of Post Offices, Patiala Division (Punjab)

...Respondent

APPEARANCES

For the Workman : Mr. R.P Rana, AR

For the Management : Shri H.C Arora, AR

AWARD

The following reference was made by the Central Govt. for the adjudication by this Tribunal *vide* their No. L-40012/80/95-IR(DU) dated 27th June, 1996 :—

"Whether the action of the management of Post Offices in terminating the services of Shri Harvinder Singh ED Packer is legal and justified? If not, to what relief the workman is entitled to?"

The notice of reference was given to the parties who appeared through their Counsel but not regularly. The workman filed his Claim Petition, to which the Management filed the reply. The workman filed the rejoinder and his affidavit, whereas the Management filed the affidavit of Shri M.K Khan as their witness. The workman as well as the witness of the Management also came in the witness box and answered the questions put to them in the cross-examination.

The claim of the workman is that he was appointed as Extra Departmental Packer in Manakpur Sub office on 12th May, 1993, on regular basis under ED rules 1964, in place of Shri Sadhu Singh, who had resigned from the post *vide* the order of Assistant Supdt. of Post Offices Rajpura Sub Division. He worked for the Management upto 19th July, 1994 and his services were terminated without any notice and without following the provisions of Section 25-F of the Industrial Dispute Act, hereinafter to be referred as "Act", that since the termination of the workman was by a verbal order and was not as a matter of punishment, therefore, was in violation of provisions of Section 2 (oo) of the Act; that the workman had served the management for 240 days before the termination of his services as his emoluments were drawn from 12th May, 1993 to 19th July, 1994 which supports his claim. The workman has prayed for declaring the termination of his services as bad in law and for the relief of reinstatement with full back wages and all service benefits.

The Management, by their Written Statement has contested the claim of the workman. It is their case that the workman was engaged temporally on 19th May, 1993 on the sudden resignation of Sadhu Singh a Extra Departmental Packer. The engagement of the workman was done without following the procedure and it was also done with the understanding that the engagement of the workman was

purely temporary and provisional which could be terminated at any time without assigning any reason. Moreover, no doubt the qualification for engagement as Extra Departmental Packer was middle pass, but the preference was to be given to a matriculate. The workman, however, could not produce any proof to show that he was a middle pass. Therefore, the termination of his services was justified. Even otherwise a person appointed on any job without following the due procedure, did not enjoy a right to hold that post and could be terminated to any time as is ruled by the Punjab and Haryana High Court in the case of Brij Bhushan V/s Industrial Tribunal, 1998(3) AEJ 322. The workman could also not claim any preference for recruitment on regular basis on the plea of his having served in the stop gap arrangement in view of the judgement in the case of DM Nagesh and Others V/s Assistant Supdt. of Post Offices, Bangalore (2004) APJ 2009. The management has also claimed that they are not an Industry.

On merit it is submitted by the management that the workman had failed to produce the proof of his age and education qualification, therefore, no notice was required to be issued to him. Even in terms of the order of engagement, his services could be terminated at any time. The services of the workman were terminated for his failure to produce the proof of his age and qualification. Moreover the case of the workman was covered by Section 2 (oo) (bb). Admitting that the workman was paid for the period he served the management, the Management contested the claim made by the workman in other paras and stated that those paras did not require any reply. They in the end requested that the statement of the claim of the workman be rejected.

The workman filed rejoinder to the reply of the management and reiterated the facts stated in the Claim Statement. He submitted that he was duly recommended by the Employment Exchange and he had submitted the employment card to the Management; that he was told that he is being appointed against the permanent post. The Management had followed the proper procedure in making his appointment under rules. He denied that his appointment was stop-gap arrangement. He also denied the claim made by the Management and stated that the law referred by them is not applicable to the case. According to him the termination of his services amounted to retrenchment, therefore, the workman is entitled to the relief claimed. According to him the Management is an Industry as is held in the case of Harishankar and others V/s Union of India, 1990(3SLLJ-CA T-195) and Rajinder Kumar Sharma V/s Union of India 1994(3) SLJ-CA T-228.

As stated earlier the workman filed his affidavit and the Management filed the affidavit of their witness and both workman and the witness of the management appeared in the witness box. The workman when cross examined admitted that he had not received any interview card nor anybody else was appointed alongwith him. He claimed

that he was 8th Standard pass at the relevant time; and that he has not given the certificate of birth nor the same was demanded. He further claims that he is working as Agriculturist that he is now earning Rs. 1000 to 1500 a month. Shri M.K Khan, the witness of the management, in his statement deposed that he did not know if one month's notice was given to the workman at the time of termination of his services. He admitted that the workman had worked regularly from 12th May, 1993 to 19th July, 1994; and that no retrenchment compensation was paid to the workman.

From the perusal of the pleadings of the parties and their evidence it is proved that the workman had served the Management continuously from 12th May, 1993 till 19th July, 1994. In this regard the statement of Shri Khan is crystal clear. It is also made out from his statement that the workman was not paid retrenchment compensation at the time of termination of his services. He also could not say whether one month's notice was given to the workman before the termination of his services. The Management in their Written Statement did not claim that before terminating the services of the workman they had issued him one months notice or had the paid the wages for the notice period. In para 2 of their reply they stated that since the workman had failed to produce the proof of his age and educational qualification, therefore, he was disengaged and in those circumstance there was no requirement to give him notice as he was required to fulfill the requirements of his appointment order dated 25th October, 1993. The Management has not placed on record the order, which, according to them, was issued on 25th October, 1993, appointing the workman. On the other hand their own witness M.K Khan admitted that the workman had served from 12th May, 1993 to 19th July, 1994. Thus the order referred to by the workman appears to be a myth and not a reality as neither the workman was appointed on 25th October nor it is shown as to what was the occasion for the Management to issue that order on that day.

There is admission of the Management that the workman had served the management from 12th May, 1993 to 19th July, 1994 continuously, therefore, for whatever reason they wanted to disengaged the workman, it was required of them to have followed the provisions of Section 25-F of the Act. The Management has failed to prove that they had followed the provisions of Section 25-F of the Act, before the disengagement of the workman on 19th July, 1994. Thus the order of termination passed by the Management was bad in law. The plea taken by the management that since the workman did not fulfill the requirement of his appointment order, such as the requirement of showing that he was middle pass and was within the age required for the recruitment is not available to them. Their plea that the workman was not appointed by a regular process, therefore, he had no right to hold the post from which he was disengaged is also of no consequence. In this reference the Tribunal is not required

to examine whether the workman was entitled for regularization on the post or not? What I am required to find out is whether the disengagement of the workman, Harvinder Singh, from service on 19th July, 1994 was legal and justified. In my opinion it was not legal and justified as the Management did not follow the provisions of Section 25-F of the Act, before terminating the services of the workman. His disengagement was, therefore, bad in law and the same is quashed. He is treated to be in services as if there was no order of his disengagement, passed by the management.

Now the question comes as to what relief the workman is entitled to. I find that the workman was quite conscious of his right, therefore, due to his efforts the reference was made within less than two years, for adjudication after going through all the process of issuance of demand notice, the holding of the conciliation proceedings and then the consideration of appropriate Govt. for issuance of the reference. The workman admitted that he is earning 1000 to 1500 Rs. per month from agriculture and has remained unemployed. Thus the workman did not remain altogether idle during the period in this between. Since his termination has been quashed, therefore, he is entitled to back wages and in the circumstances of the case is entitled to wages to supplement his income, as if he was still in service. Therefore, in my opinion the workman is entitled to back wages to the tune of 50% from the date of termination of his services. He is also entitled to all service benefits including continuity of service as if there was no order of his disengagement. The reference made in this case is answered accordingly and the award is passed in favour of the workman. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 5074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थन रीजन फॉर्म इंस्ट्रुमेंट टेस्टिंग इंस्टिट्यूट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 428/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/14/91-आई.आर.(डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.428/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure

in the Industrial Dispute between the employers in relation to the management of Northern Region Farm Instrument Testing Instt. and their workman, which was received by the Central Government on 8-12-2006.

[No. L-42012/14/91-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

CASE NO. I.D.No 428/2k5.

Registered on 19-08-2005

Date of Decision 10-11-2006.

Rameshwari Dass S/o Shri Amar Singh C/o the President, District Agriculture Union Worker, VPO Kheri Barki (Hissar)

...Petitioner

Versus

Director Northern Region Farm Machinery Training and Testing Institute, Hissar-125001

...Respondent

APPEARANCE

For the Workman : Shri. Darshan Singh AR

For the Management : Mr. Arun Walia, Advocate.

AWARD

The Govt. of India vide their notification No. L-42012/14/91-IR(DU) dated 20th Sept, 1991 referred the following dispute for the adjudication to this Tribunal.

“Whether the action of the Management of Northern Region Farm Instrument Testing Institute, Hissar in terminating the services of Sh. Rameshwar Dass S/o Sh. Athar Singh, Casual Chowkidar is justified? If not to what relief is the workman concerned entitled?”

After the receipt of notification the notices were issued to the parties who appeared through their counsels and representatives. The workman filed his statement of claim, to which the Management filed the Written statement. The Management then amended their W/S. The workman filed his affidavit and also placed on record documents exhibited W2 to W4. Management also filed the affidavit of their witness H.C. Luthra and that of A.S. Narayanan. The Management also produced the documents M-1 to M-11. Exhibit M-4 has been marked on both affidavits of Sh. H.C. Luthra and K.S. Narayanan. The perusal of the affidavits shows that the contents of the affidavits also the same except the name of the deponents. The workman appeared as a witness and proved his affidavit. It is to be noted here that the statement made by him has not been signed by him although on his statement his representative

Darshan Singh signed on the same page closing the evidence of workman. This lends support to the view that the statement was made by the workman, but due to oversight or lapse on the part of the clerk recording the statement his signature were not obtained on the statement. There is another support to this view from the interim order recorded by the P.O., which reads that the statement of the workman was recorded on that and he closed his evidence on same day.

The claim of the workman is that he was appointed as a Security Guard by the Management in Dec., 1982 and he served them upto 2-5-86, in the pay scale of Rs. 300-430 which was subsequently revised to Rs. 750-940 w.c.f. 1-1-86; that the services of the workman were terminated without assigning any reason or charge sheet and without following the provisions of Sections 25F & G of the ID Act, hereinafter to be referred as "Act". The workman prayed for his reinstatement with back wages, continuity of services and costs.

The Management has opposed the claim of the workman. As per their amended statement which was filed on 14-5-93, the claim of the workman was not maintainable since the Management was a Department of India and was not an Industry as defined by the Act. According to them the workman was engaged as DPL in the Security Unit in their Institute w.c.f 27-3-85 and he was disengaged on 16-5-85 along with another DPL, *vide* their order No. 23-6/85-DPL dated 15-5-85 for lack of Job. On 11-7-85 the workman gave in writing that he is ready to work as per the requirement of the Management. In May 1986 the workman was shifted from security to Farm Security due to lack of sanction and was engaged on daily wages at the rate of Rs. 15.73 per day and not in the scale as is claimed.

In the reply of para No. 2 of the claim statement, it is submitted by the Management that they had given alternative job to the workman but all in vain. He was also served with one month's notice and instead of reporting for duty he made allegation by his application dated 26-10-89 the matter was considered by the ALC, Chandigarh. The Parties agreed to that workman be re-engaged on his furnishing assurance that he will work honestly and shall also exhibit good conduct. He will not be entitled to back wages. There-upon the workman was asked to report for duty as a Farm Labourer, but he did not join his duties even after a reminder dt. 19-12-86. Thereupon the offer was cancelled. In the conciliation proceedings held on 6-12-86 the Management agreed to reinstate the workman as a daily wager but the workman demanded back wages and continuity in services. Continuity of services which benefit was not granted even to Saheb Lal and Sube Singh, who were re-employed as a result of settlement arranged by the ALC, Rohtak. Both those persons had also accepted the alternative job whereas the workman insisted upon his posting as a Security Guard which could not be accepted.

Denying the claim of the workman of having exhibited good work and conduct it is stated by the Management that the work and conduct of the workman was not upto the mark, therefore, it was incorporated in the settlement dated 19-12-86 that on re-engagement the workman shall assure in writing that he will work honestly and his conduct will be good. The workman in his application dated 12-11-86 stated he will not commit the mistakes in future and for the previous ones he begs the pardon. The Management has further claimed that they had made all possible efforts to provide alternative job to the workman but he insisted upon the job of Security Guard which could not be provided to him for lack of job. They offered to provide the job of Farm Labourer to the workman provided he does not insist upon the back wages and continuity of services. In that eventuality his petition may be dismissed.

The workman proved his affidavit exhibit W-1 as correct. In the affidavit he claims that he was appointed as a Security Guard in Dec. 1982 and his services were terminated on 2-5-86 since he had filed a case against the Management. The Management terminated his services and retained his juniors. They did not pay him any retrenchment compensation nor they followed the provisions of Sections 25-F G & H of the Act. Therefore, the action of the Management was illegal, unjustified and without jurisdiction.

The Management cross-examined the workman and in the cross-examination he admitted that he was not given any appointment letter. He denied that he had joined the service on 27-3-85, but admitted that his services were disengaged on 16-5-85. He also admitted the conciliation held in which settlement, Exhibit M-1, was arrived at. He denied that he had not performed the job for 289 days in 12 months proceeding the date of his disengagement or that the Management had not engaged fresh hands after his disengagement. He admitted having received Exhibit M-2, but had sent reply exhibit M-3. He further denied that he is entitled to back wages by M-3 or that the Management is not an industry. This is in substance the claim of the workman.

Document M-1 is on record the contents of which are admitted by the workman as correct. In this document there is nothing to show as to from which date to which date the workman had served the Management. It only reads that on a dispute between the parties a conciliation was arrived at between them on the indulgence of the ALC, Chandigarh, on 12th November, 1986. It was agreed to between the parties that the workman shall be re-engaged within 15 days from that day provided if he assured to work honestly exhibiting good conduct. It was also decided that the workman shall not get any back wages. The compliance report was to be sent by the parties. The settlement was signed by the workman the Director of the Management, besides the representative of the workman Darshan Singh a witness and the ALC. This document does not show as

to when the workman was engaged and when the services were terminated. Documents M-2 is on record. By this document the workman was engaged as Farm Mazdoor on daily wages on 12th Nov., 1986. He was to report for duty by 27th November, 1986. Thus the Management complied with the terms of the settlement arrived on 12th Nov., 1986. But the workman by his letter dated 18th Dec., 1986 informed the Director of the Management that the order of his appointment dated 12th November, 1986 was in violation of the provisions of the Act and that there is no mention in the order about his past services and the order does not secure his service, therefore, it was bad in law. He insisted upon that he should be taken back in service without any condition and he may also be paid the back wages and other benefits as he was entitled. The workman, therefore, refused to comply with the order issued by the Management on 12th November, 1986. If we look at M-1 there is nothing to show that any such agreement had been made between the parties that they will take back the workman without conditions; and that the workman shall also be entitled to the back wages and the continuity of service. The workman, however, did not raise those objections at the time the agreement was arrived at between the parties on 12th Nov., 1986. If he was not satisfied with the settlements, which bound the parties, he should have challenged the same or got the same scrapped.

The workman, in support of his claim produced documents W-2, W-3 and W-4. W-2 is the letter of administrative Officer by which the workman was directed to work in the Farm Section. W-3 is the letter which was addressed to the Regional Labour Commissioner and it was informed to him that the workman was engaged in pursuance of the settlement dated 12th Nov., 1986 in the Security Section, but due to non-availability of the post, he was transferred to the Farm Section w.e.f. 5th August, 1989, but he did not report for duty. The Director sought direction to the workman to comply with the order. Exhibit W-4 is the representation of the workman addressed to the Director of the Management by which he reiterated his claim of his posting in the Security Section of the Management he further claimed that by transferring him to the Farm Section they have reduced his salary from Rs. 1005/- to Rs. 625/-. Moreover he has been made to work as a labourer which is not expected from a Security Guard. He informed the Director that in case his request is not accepted he will proceed under Law against him.

Now, we turn towards the claim of the Management. They have denied that the workman was engaged in December, 1982 or that his work and conduct was satisfactory. They claimed that the workman had agreed to work. They have placed on record Exhibit M-5. According to this document the workman had agreed to work in the Farm of the Management and requested for engaging him in the Farm. Exhibit M-10 is a direction from the ALC, Chandigarh to the workman by which the workman was

directed to comply with the terms of the settlement dated 12th November, 1986. Exhibits M-7 A and 11 show that the workman did not comply with the directions issued in terms of the settlement. From the representations of the workman and the documents produced by the Management it is clear that the Management had complied with the terms and conditions of the settlement arrived at between the parties but the workman did not comply with it and opposed his engagement in the Farm Section on two grounds, firstly that it will reduce the amount of his salary and also the work allotted to him was not the similar as he had performed while in the service of the Management earlier. If we look at the terms of the settlement, there is nothing to show that the workman was assured that he will be engaged in the Security Section. I have already discussed the terms of the settlement dated 12th Nov., 1986 which only reads that the workman shall be re-engaged on daily wages on his assuring that he will work honestly and shall exhibit good conduct. Neither in his statement nor by any document he has proved that he was given such a assurance. Secondly there is nothing to show that he was to be engaged in the Security Section. At the best he was to be engaged as a daily wager and the Management posted him by their order dated 12th Nov., 1986. Therefore the insistence of the workman to be posted in the Security Section was not justified especially when he has failed to show that there were vacancies available in the Security Section where he could have been adjusted. He might have worked in the Security Wing earlier but there is nothing to show that his appointment was as a Security Guard. He has also not produced any evidence in support of his claim that by his joining in the Farm Section his salary shall be reduced or that he was getting higher salary in the Security Section and will get lesser emoluments in the Farm Section. The claim of the workman that it was the Management which did not comply with the conditions of the settlement, is wrong and not proved. Now coming to the reference, made by the appropriate Govt., I find that the workman has not produced any evidence to show that he had joined services with the Management in December, 1982. The Management denied this claim. It is claimed by the workman that his services were terminated on 2nd May, 1986, whereas, according to the Management, the services of the workman were disengaged on 16th May, 1985, for lack of job. As stated earlier the workman has not produced any evidence that there was a vacancy available on the day the services of the workman were terminated. The workman has not produced any evidence to show that he had served the Management for 240 days preceding the date of termination of his services on 16th May, 1985 as claimed by him in his statement dated 13th October, 1983. Thus I do not find any evidence to show that the Management had terminated the services of the workman in violation of the provisions of the Act; and that the termination was not justified. The workman has failed to produce any evidence to show that at the time of termination of his services, the Management

had violated the provisions of Section 25-F,G and H as they had retained the juniors and terminated the services of the workman or that they had re-engaged persons who were juniors to the workman without providing opportunity to the workman to work.

The cojoint reading of the evidence placed on record suggests that it was not the Management which had terminated the services of the workman, but it was the case of abandonment by the workman as so long he was posted in the security wing, after the settlement he worked, but thereafter did not report for duty, despite repeated directions to him by the management and by the ALC, Chandigarh vide his letter dated 12th July, 1989. From the conduct of the workman it is shown that the workman wanted the nature of job of his choice and he refused to work as unskilled labour who could be assigned any job including the Farm working even when he had given in writing on 11th July, 1985 that he prays for providing him work and he is ready to work. At that time he did not state that he will work only in the Security Section and nowhere else. Thus the refusal of the workman to work in the Farm Section was unjustified and by doing so, he did not comply with the settlements arrived at between the parties. He has also not proved that he had put in 240 days regular service at the time he claims that the Management had terminated his services in the year 1985.

After appreciating all the evidence available on record I am of the opinion that the workman has failed to prove that he was engaged as a Casual Chowkidar and that the Management terminated his services, which action of theirs was not justified. Therefore, the workman is not entitled to any relief.

In view of the discussion made above the reference is answered accordingly and the award is passed against the workman. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ.5075.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 350/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/370/2000-आईआर(डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O.5075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 350/

2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 8-12-2006.

[No. L-40012/370/2000-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH PRESIDING OFFICER: SHRI KULDIP SINGH

CASE NO.I.D.No 350/2005.

Registered on 16-08-2005

Date of Decision 10-11-2006.

Lakhveer Singh C/o Shri R. K. Sharma, House No. 372, Sector 20-a Chandigarh

Petitioner

Versus

The Chief General Manager, Telecom, Punjab Circle, Sector-34, Chandigarh.

Respondent

APPEARANCE

For the Workman : Miss Rameet & others AR

For the Management : Shri G. C. Babbbar, Advocate.

AWARD

The workman continues to be absent. Management appears through Counsel. The workman was issued a notice under R/C on the address available in the reference made by the appropriate Govt. The R/C carrying the notice was received back with the report of postal authorities "Unclaimed". There was another address of the workman available showing him to be the resident of District, Ropar. As a caution fresh notice was issued to him on that address on 1st Sep., 2006 under dispatch No. 581. The notice has not been received back which also shows that the notice of the reference is received by the workman but he is not present. It has to be presumed that he has lost interest in the case therefore he is not appearing.

The Govt. of India vide their notification No. L-40012/370/2000-IR(DU) dated 31st October, 2000 desired of this Tribunal to adjudicate upon whether the action of Chief Manager Telecom Punjab Circle, Chandigarh and the Principal General Manager Telecom Chandigarh in ordering disengagement/termination of Shri Lakhveer Singh engaged through a contractor M/s Gupta w.e.f. 27th Feb., 1999 was just and legal and if not to what relief the workman was entitled to.

After the notice was received the workman filed his claim petition to which the management has filed the reply duly supported by the order of CAT copy of the agreement. The workman filed rejoinder and his affidavit. Management

filed the affidavit of their witness and the case was awaiting the evidence of the parties when the workman stopped appearing in the case. Even earlier the workman was given notice under R/C vide Postal Receipt No. 8499 dated 10th April, 2006 but that time also he did not appear in the case. It is in these circumstances the reference is being answered in the absence of the workman.

On record there is no evidence to support the claim of the workman that the management had terminated his services without following the provisions of law therefore his termination was bad in law. The pleadings of the parties and their affidavits cannot take the shape of proof since the contesting parties did not have the chance to test the affidavits on the touchstone of cross examination. If we exclude the affidavits there remains no evidence to support the claim of the workman that the management had terminated the services of the workman who was engaged through a contractor M/s Gupta w.e.f. 27th Feb., 1999 and there action was unjust and illegal. In view of this the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ.5076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न.-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1262/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/14/2005-आई.आर.(डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1262/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 8-12-2006.

[No. L-14012/14/2005-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT-II CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE NO.ID.No 1262/2k6.

Registered on 25-04-2006

Date of Decision 10-11-2006.

Darshan Singh S/o Shri Sarwan Singh C/o Shri N. K. Jeet, President Punjab Telecom and General Labour Union- 27349, Mohalla Hari Nagar, Lal Singh Basti Road, Bathinda

Petitioner

Versus

The Station Commander, Air Force Station,
Bhissiana (Punjab)

Respondent

APPEARANCE

For the Workman : NEMO

For the Management : Shri D. C. Mittal, Advocate.

AWARD

The workman continues to be absent. The record or the file shows that he has not appeared in this tribunal on any date fixed. Ultimately a notice under R/C vide Postal Receipt No. 2263 dated 1st Sep., 2006 was sent to him on the address available in the order of reference. More than 30 days have passed but neither the R/C carrying the notice has been received back unserved nor the workman has appeared. This shows that the workman has received the summon but he has not appeared intentionally. During this period the workman has also not filed his Claim Petition. The Management appears through a Proxy Counsel who has not filed his letter of authority on record.

Since the workman has not appeared nor filed his Claim Petition and on record I do not find any evidence to show that the management has terminated the services of the workman Baldev Singh without complying with the statutory provisions of the Industrial Dispute Act, 1947.

It is worth note here that in the reference the appropriate Govt. has desired to adjudicate upon the reference relating to the termination of services of Shri Baldev Singh, Ex-Asamin Labour w.e.f. 10th Dec., 2004 whereas the said Baldev Singh has not been given notice of the reference. The notice of reference has been given to one Darshan Singh S/o Sarwan Singh C/O N. K. Jeet, President Punjab Telecom and General Labour Union Bathinda. Thus there is nothing in reference to correlate Darshan Singh and Baldev Singh whose services are said to have been terminated. In the circumstances the reference received vide order of Central Govt. NO. L-14012/14/2005-IR(DU) dated 12th April, 2006 cannot be answered appropriately and the same is returned to the Ministry for making necessary correction, if required. Otherwise the reference may be treated to have been answered against the workman. The award is passed. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer,

नई दिल्ली, 8 दिसम्बर, 2006

का.आ 5077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्पकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पालाकड़ के पंचाट (संदर्भ संख्या 46/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2006 को प्राप्त हुआ था।

[सं. एल-41012/15/96-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2006 of the Industrial Tribunal, Palakkad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 07-12-2006.

[No. L-41012/15/96-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL, PALAKKAD

(Monday, the 13th November, 2006/22nd Karthika 1928)
PRESENT

Sri. B. RANJIT KUMAR, Industrial Tribunal
Industrial Dispute No. 46/2006 (C)

BETWEEN

The Executive Engineer (Construction), Southern
Railway, Podanur, (By Adv. T.R. Rajagopalan)
And

Shri P. Ramankutty, C/o. General Secretary, Southern
Railway Construction Workers Union, Rly. Qrs. No.
116-B, Cochin-16.

(By Sri. K. Robert D'Souza, General Secretary, Southern
Railway Construction Workers Union, Kochi-16)

AWARD

The Government of India, Ministry of Labour as per Order No. L-41012/15/96-IR (B-1) dated 10-7-1997, referred for adjudication the issues as to whether the action of the management of Southern Railway in not granting temporary status to Sri. P. Ramankutty soon after completion of six months service is justified and the relief to which he is entitled. This dispute was earlier adjudicated as I.D. No. 39/97(C) and passed an award dated 12-1-2000 holding that the reference order is bad in law for the reasons that :-(1) The dispute was not espoused by appreciable number of workmen of Railway management, (2) Sri. Ramankutty being a retired employee is not a workman within the meaning of Sec. 2(s) of the I.D. Act and that (3) in view of the decision

of the Labour Court, Ernakulam on the same issue, the present reference is barred by the principle of *res judicata*.

• 2. The Southern Railway Construction Workers Union and Sri Ramankutty jointly filed writ petition as O.P. No. 16149 of 2000 challenging the above award and the Hon'ble High Court of Kerala by a brief judgement dt. 21-2-2006 set aside the award holding that:-

"It is seen that the Tribunal misconstrued it as an individual dispute ignoring the fact that the same is raised by the union. Ext. P3 report as well as Ext. P4 reference order would show that the dispute is one raised by the Union. Yet another ground referred to in the award is that there is already a finding with regard to the status of the workman in a proceedings under Section 33C(2) of the I.D. Act. The order is produced as Ext. P2 in this writ petition. Apparently touching on the status only the dispute is now raised by the Union. Therefore, the approach in Ext. P2 shall not stand in the way of the Tribunal adjudicating the issue referred as per Ext. P4. I quash Ext. P6. The matter is remitted to the Industrial Tribunal with a direction to adjudicate on the issue and pass an award on merits. Being an old matter the award shall be passed within a period of six months from the date of receipt of a copy of the judgement."

3. The Tribunal received a copy of the above judgement on 16-8-2006 and the dispute was re-registered as I.D. No. 46/2006(C) and heard in detail the parties concerned. The union filed some documents and the same were marked as Ext. W5 to W11. Some of these documents had already been produced by the workman marked as Exhibits during the first round of adjudication.

4. In view of the above judgement of the Hon'ble High Court, now the issue has to be considered on merit ignoring the jurisdictional points raised by the management.

5. The contention of the workman as set out in the claim statement dt. 5-9-1997 and rejoinder dt. 30-3-98 is that he had continuously worked as a Casual Labourer Lascar in the construction wing of Southern Railway from 14-5-56 onwards and he is entitled to acquire temporary status w.e.f. 14-11-56 on completion of 180 days continuous service. It is further submitted on his behalf that his fellow worker, Sri. Robert D'Souza was granted temporary status as per the direction of the Supreme Court in the landmark judgment in *Robert D'Souza V/s. Executive Engineer (Construction)*-AIR 1982 SC 854/1982 SCC (L&S) 124 and hence he is also eligible to get temporary status.

6. on the other hand, the Railway management would submit in its written statement dt. 2-2-1998 and reply statement dt 26-9-1998 that the casual labour refers to Labour put on employment which is essentially intermittent, sporadic and extend over short period. Labour of those kind is normally recruited from the nearest available source. According to management, the casual labourers in

Railways are of two categories namely, open line casual labourers (those who are engaged and utilized for maintenance & operation of Railway line) and project casual labourers (those who are engaged in projects of Railways). Project casual labourers are defined as seasonal labour who are deputed for specific work of less than 6 months duration or on projects. Projects include construction of new lines, major bridges, restoration on dismantling lines and other major improvement line works like doubling, widening of tunnels, bridges etc. It is further submitted by the management that the project casual labour engaged in Railway projects as defined above are eligible for 1/30 of appropriate scale rate of wages with Dearness Allowance on completion of 6 months of continuous service in the same type of work with effect from 1-6-74 (or) on the date from which 6 months continuous services is completed whichever is later by the authority of Railway Board letter No. P.G. 72/RLT/69-III dt. 12-6-74. It is further submitted by the management that the scheme for granting temporary status to casual labourers in Railways was introduced with retrospective effect from 1-1-81 based on the decision of the Supreme Court in *Inder Pal Yadav & Others V/s Union of India* 1985 Sec. (L&S) 526. According to management, the decision of the Supreme Court in *Robert D' Souza case* (supra) will apply to the *Robert D' Souza* alone and not to others like the workman herein and that his claim is not sustainable as per rules and regulations of Railways.

7. The issue to be considered in this case is based on Rule 2501 in Chapter XXV of the Indian Railway Establishment Manual which defines the category of casual labour. Rule 2501 reads as under :—

2501. *Definition* - (a) 'Casual labour' refers to labour whose employment is seasonal, intermittent, sporadic or extends over short periods. Labour of this kind is normally recruited from the nearest available source. It is not liable to transfer, and the conditions applicable to permanent and temporary staff do not apply to such labour.

(b) The casual labour on railways should be employed only in the following types of cases, namely:

(i) Staff paid from contingencies except those retained for more than six months continuously. Such of those persons who continue to do the same work for which they were engaged or other work of the same type for more than six months without a break will be treated as temporary after the expiry of the six months of continuous employment.

(ii) Labour on projects, irrespective of duration, except those transferred from other temporary or permanent employment.

(iii) Seasonal labour who are sanctioned for specific works of less than six months' duration. If such labour is shifted from one work to another of the same type, e.g., relaying and the total continuous period of such work at any one time is more than six months' duration, they should be treated as temporary after the expiry of six months of

continuous employment. For the purpose of determining the eligibility of labour to be treated as temporary, the criterion should be the period of continuous work put in by each individual labour on the same type of work and not the period put in collectively by any particular gang or group of labourers.

* * *

Notes -

(2) Once any individual acquires temporary status, after fulfilling the conditions indicated in (i) or (iii) above, he retains that status so long as he is in continuous employment on the railways. In other words, even if he is transferred by the administration to work of a different nature he does not lose his temporary status.

* * *

(4) Casual labour should not be deliberately discharged with a view to causing an artificial break in their service and this prevent their attaining the temporary status.

8. In *Robert D'Souza case* (supra) the Supreme Court examined the above Rule 2501 and held as follows :—

20. To start with, let us recall Rule 2501 (b)(i) and (iii) and note below Rule 2505. The underlying intention of the provision is that a casual labourer who has rendered six months' continuous service would be placed in the category of temporary railway servant unless he is employed on work-charged project.

21. Rule 2501 (b)(i) clearly provides that even where staff is paid from contingencies, they would acquire the status of temporary railway servants after expiry of six months of continuous employment. But reliance was placed on Rule 2501 (b)(ii) which provides that labour on projects, irrespective of duration, except those transferred from other temporary or permanent employment would be treated as casual labour. In order to bring the case within the ambit of this provision it must be shown that for 20 years appellant was employed on projects. Every construction work does not imply project. Project is correlated to planned projects in which the workman is treated as work-charged. The letter dated September 5, 1966, is by the Executive Engineer, Ernakulam, and he refers to the staff as belonging to construction unit. It will be doing violence to language to treat the construction unit as project. Expression 'project' is very well known in a planned development. Therefore, the assertion that the appellant was working on the project is belied by two facts: (i) that contrary to the provision in Rule 2501 that persons belonging to casual labour category cannot be transferred, the appellant was transferred on innumerable occasions as evidenced by orders Ex. P-1 dated January 24, 1962, and Ex. P-2 dated August 25, 1964, and the transfer was in the Office of the Executive Engineer (Construction); (ii) there is absolutely no reference to project in the letter

but the department is described as construction unit. If he became surplus on completion of project there was no necessity to absorb him. But the letter dated September 5, 1966, enquires from other Executive Engineers, not attached to projects, whether the surplus staff including appellant could be absorbed by them. This shows that the staff concerned has acquired a status higher than casual labour, say temporary railway servant. And again construction unit is a regular unit all over the Indian Railways. It is a permanent unit and cannot be equated to project. Therefore, the averment of the Railway Administration that the appellant was working on project cannot be accepted. He belonged to the construction unit. He was transferred fairly often and he worked continuously for 20 years and when he questioned the *bona fides* of his transfer he had to be re-transferred and paid wages for the period he did not report for duty at the place where he was transferred. Cumulative effect of these facts completely belie the suggestion that the appellant worked on project. Having rendered continuous uninterrupted service for over six months, he acquired the status of a temporary railway servant long before the termination of his service and, therefore, his service could not have been terminated under Rule 2505."

9. It is not disputed by the Railway management that the workman herein Sri Ramankutty was a colleague of Robert D'Souza who is concerned in the above Supreme Court case. Ext. W1 series office orders shows that both these persons belonged to the same construction unit and they were together transferred from one place to another. Ext. W4 Casual labour Service Card would show that Sri Ramankutty had worked continuously as Casual Labour Lascar during the period from 14-5-1956 to 2-1-1970 at various places under the Executive Engineer, Construction, Southern Railway. His Initial employment as per Ext. W4 is continuously from 14-5-1956 to 31-10-1957. In view of Rule 2501 (b) (i) Sri Ramankutty who thus retained for more than six months continuously cannot be treated as a casual labourer. He would acquire the status of temporary railway servant after the expiry of six months of continuous employment.

10. It is pertinent to note that in one of the office orders in Ext. W1 series, Sri Ramankutty has been designated as Temporary Lascar and in some as Lascar without any qualification as casual (In Office Order No. 375 dt. 5-3-58, he has been designated as Temporary lascar and in Office Order No. dt. 30-12-59 Office Order No. RJP/E/3L dt. 23-27-12-1960 and in Office Order No. RJP/E/3L dt. 23-27-12-1969, he has been designated as Lascar). It would appear from these documents that the railway management itself had accepted his status other than a casual labourer at least on certain occasions. Even assuming that he was a casual labour on projects, since he was transferred from one place to another he is excluded from the purview of Rule 2501(b) (i). If he was purely a casual labour on projects, it was not necessary to transfer him from one place to another. As held by the

Supreme Court in Robert D' Souza's case, the Construction unit where Sri Ramankutty was employed along with Sri Robert D'Souza is regular unit all over the Indian Railways and the same cannot be equated with projects. Ext. W1 series and Ext. W4 would show that he was transferred on innumerable occasions during the period from 14-5-1956 to 2-1-1970. Therefore, in any view of the matter, the workman herein cannot be considered as a Casual Labour on projects.

11. The foregoing discussion of evidence would clearly show that the facts and circumstances of the case on hand and that of Robert D'Souza's case dealt with by the Supreme Court are exactly identical. Therefore, I am of the considered opinion that the decision in Robert D Souza's case would squarely apply in the present case and it has to be held that the workman herein is eligible to claim the temporary status after the expiry of six months period from 14-5-1956 i.e. w.e.f. 14-11-1956.

12. Placing reliance on the subsequent decisions of the Supreme Court in *Inder Pal Yadav and Others V/s Union of India*—1985 SCC (L&S) 526 and *Union of India V/s K.G. Radhakrishna Panicker*—1998 AIR SCW 1940, the learned counsel for the management submitted that the temporary status can be claimed by project casual labourers only in terms of the Scheme approved by the Supreme Court in *Inder Pal Yadav* case and that too only w.e.f. 1-1-1984. A careful reading of these decisions of the Supreme Court in *Inder Pal Yadav* case and *K.G. Radhakrishna Panicker* case would make it clear that these decisions are applicable only to the project casual labourers. In view of the above finding that the workman herein was not a project casual labourer defined in Rule 2501 these decisions have no application in his case.

13. The learned counsel for the management, further placed reliance on another decision of the Constitution Bench of the Supreme Court in *State of Karnataka V/s Umadevi*—AIR 2006 SC 2806. This is a case wherein their Lordships considered the claim for regularization of daily ages temporary/contractual employees appointed in violation of constitutional scheme. It is not the case of the Railway management that the workman, Ramankutty was appointed or engaged in violation of the constitutional scheme. In the present case, the claim of the workman/union is based on the Rules contained in Railway Establishment manual. I, therefore, feel that the decision of the Hon'ble Supreme Court in Umadevi's case (supra) has also no relevance or application in the present case.

In the result an award is passed holding that the action of the management of Southern railway in not granting temporary status to Sri P. Ramankutty w.e.f. 14-11-1956 soon after completion of six months service is unjustified and he is entitled to all the consequential benefits as admissible to a temporary railway servant with effect from that date.

B. RANJIT KUMAR, Industrial Tribunal,

APPENDIX

Witnesses examined on the side of Management.

Nil

Witnesses examined on the side of Workman.

WWI-Sri Ramankutty.

Documents marked on the side of management.

Ext. M1—Copy of Order dt. 17-1-95 in C.P. No. 36/91(C) of the Labour Court, Ernakulam.

Documents marked on the side of Workman.

Ext. W1—Copies fo Office Orders (19 Nos.).

Ext. W2—Copy of order dt. 6-4-94 in C.P. No. 123/83(C).

Ext. W3—Copy of Judgement dt. 3-6-93 in W.A. No. 622/92.

Ext. W4—Copy of Casual Labour Service Card.

Ext. W5—Another copy of Ext. W4.

Ext. W6—Copy of Office order No. 21 dt. 23-10-1957 issued by the management.

Ext. W7—Copy of Office orde No. 875 dt. 5-3-1958 issued by the management.

Ext. W8—Order dt. 1-7-72 issued to the workman and others.

Ext. W9—Copy of memorandum dt. 24-1-1962 issued by the workman and others.

Ext. W10—Another copy of Ext. W3.

Ext. W11—Another copy of Ext. W2.

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 5078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधितंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1 नई दिल्ली के पंचाट (संदर्भ संख्या 19/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-17011/4/2006-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5078.—In Pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 19/2005) of the Central Government Industrial Tribunal Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance corporation of India and their workman, which was received by the Central Government on 07-12-2006.

[No.L-17011/4/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING
OFFICER CENTRAL GOVERNMENT TRIBUNAL,
NO. 1 NEW DELHI

I.D. No. 19/2005

IN THE MATTER OF DISPUTE BETWEEN :

Shri Munish Kumar and Ors.

Through The General Secretary,
Delhi Multi Storeyed Building Employees,
Congress, Vandana Building, 11, Tolstoy Marg,
New Delhi-110001.

...Workman

Versus

The Zonal Manager
Life Insurance Corporation of India,
Tower-II, Jeevan Bharti Building,
124, Connaught Circus,
New Delhi-110001.

...Management

APPEARANCE

None for the workmen.

Shri Nitin Nayyar A/R for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-17011/4/2004-IR(B-I) dated 4-7-2005 has referred the following Industrial dispute to this Tribunal for adjudication.

“Whether the demand of Delhi Multi Storeyed Building Employees Congress in the matter of reinstatement and regularisation of S/Sh. Munesh Kumar, Kunwar Pal Singh, Kailash Chandra, Mahendra Kumar, Adesh Kumar, Sunil Kumar Singh, Ishwar Singh, Anil Kumar, Mahak Singh and Sudarshan Burman in the establishment of Zonal Manager, Life Insurance Corporation of India, New Delhi is just, Fair and legal? If so what relief the workmen are entitled to end from which date?”

2. After receipt of reference notices were issued to the parties for filing claim and Shri Jagdish Pd. President of the Union for the workman appeared on 22-9-05 and requested for adjournment for filing claim and Shri J.M.Dutta Asstt. Administrative Officer for the management appeared. And case was adjourned to 30-II-05 for filing claim. The case was then adjourned for filing claim by the workman on 31-1-06, 5-4-06, 23-5-06, 27-7-06, 26-9-06, 20-11-06 when Mr. Jagdish Pd. General Secretary for the claimants requested for adjournment on the ground that workmen wanted to withdraw the claim and case was adjourned to 30-11-06 but none appeared till 3 PM on behalf of the workmen though A/R for the management appeared. It appears that the workmen are not interested in the prosecution of the case giving rise to

the presumption that they do not dispute the action of the management, and action of the management appears to be justified and as such no dispute award is accordingly passed. File be consigned to record room.

Dated : 30-11-06

S.S. BAL, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 5079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जे.एण्ड के बैंक लि. के प्रबंधतंत्र के संबद्ध वियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 91/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/119/95-आईआर(बी-1)
अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 5079.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref: 91/95 of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of J & K Bank Ltd. and their workman, which was received by the Central Government on 07-12-2006.

[No. L-12012/119/95-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, 1, CHANDIGARH

Case No. I.D 91/95

Sh. Pushpinder Singh S/o Sh. Karam Singh R/o Vill, Bari
Brahmana, Teh & Distt. Jammu

Applicant

Versus

1. The Chairman, J&K Bank Ltd., Regd. Office, Residency Road, Srinagar.

2. Dy. General Manager (T), J&K Bank Ltd., 2nd Floor, Town Hall Building, Jammu.

Respondent

APPEARANCES:

For the workman : Sh. K. S. Bawa

For the management : Sh. Ashok Jagga.

AWARD

Passed on 29th Nov. 2006

Central Govt. vide notification No. L-12012/119/95-IR(B-I) dated 22-11-95 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Jammu & Kashmir Bank Ltd. in terminating the services of Sh. Pushpinder Singh Clerk-cum-Cashier in B.O.Town Hall Branch under provisions of Sec. 522(1) Sastri Award is legal and justified? If not, to what relief the workman is entitled to?”

2. Central Govt. alongwith the above industrial dispute No. 91/95 Pushpinder Singh Vs. J&K Bank Ltd. also sent four other industrial disputes between the workmen and against the management of J&K Bank Ltd. details of all are given below :

Sr. No.	ID No.	Name of workman	Notification No. & Date
1.	91/95	Pushpinder Singh	L-12012/119/95-IR(B-I) 22/11/95
2.	92/95	Krishan Dev Singh	L-12012/123/95-IR(B-I) 22/11/95
3.	93/95	Ram Pal Dhotra	L-12012/122/95-IR(B-I) 22/11/95
4.	94/95	Sham Sunder Khullar	L-12012/121/95-IR(B-I) 22/11/95
5.	95/95	Sudhir Gupta	L-12012/120/95-IR(B-I) 22/11/95

3. Brief facts of the case are that beside this case Pushpinder Singh Vs. J&K Bank 1D No. 91/95 there are four cases mentioned above from serial No. 2 to 5 against the same management of J&K Bank. Sh. Ashok Jagga advocate is appearing from the beginning for the respondent of J&K Bank (hereinafter referred to as bank) and many advocates appeared for the workman and lastly Sh.K.S.Bawa advocate appeared and conducted the case, and finally argued on behalf of all the above workmen.

4. Sh. Ashok Jagga advocate and Sh.K.S.Bawa advocate both are in agreement that these five cases can be disposed off by a single award passed in Pushpinder Singh Vs. J&K Bank as the facts and law and evidence in all these five cases are the same. Both the parties are also in agreement that workmen in all the cases examined themselves as the only witness in his case in all the five cases. Management examined four witnesses in each case but they are the same witnesses examined in each of the five cases. They are MW1 Mr. Samas Farooq, Manager, MW2 O.N. Khajuria, retired General Manager of the Bank, MW3 Sakir Ali Khan, D.G.M. J&K Bank and MW4 Mr. Jagdish Mitter Sharma, Ex-D.G.M. of the bank. These four witnesses of the management were cross-examined in detail by the workmen advocate and similarly every workman was cross-examined in detail by the bank advocate.

5. Workmen in their claim statement have averred that they were in the bank till 19-3-94 when their services were terminated illegally in disguise of Section IV para 522 of the Sastri Award. That the said termination was void

3916 GI/07-33

ab initio, illegal and contrary to law and rules and against the provisions of ID Act, 1947 and action under para 522 of Section IV of Sastri Award was in contravention to sub para 6 of para 521. The termination tantamount to retrenchment. That junior were retained that workers were member of the Executive of the J&K Bank Employees Association (Regd.) and recognized by the bank and this action was taken on account of their trade union activities to discourage them from taking part in the union activities.

6. In written statement preliminary objection has been taken by the bank that reference is not maintainable. Facts of the cases are that it is a most glaring and shocking incident in the history of the bank when the workman led by certain so called and self styled leaders including the present workmen who are supposed to be the protector of the institution turned to be invader, damaging and destroying the property of the Bank and humiliating and confining the senior functionaries and officials of the Bank in utter disregard of all canons of discipline, courtesy and the office functioning.

7. The matter got wide publicity in the local circle and the press and the entire Banking industry came under a shock. The atmosphere and discipline amongst the fellow workers came to rock bottom. The working of the Bank especially in Jammu was effected beyond imagination. The said development seriously prejudiced the large public interest in general and that of the customers in particular.

8. In the light of the said incidence having occurred on 17-3-94, the public suffered unmeasurable inconvenience as the telecom system was also broken as other workmen whose similar petitions are also pending in this Hon'ble Court entered the Division office Jammu of the Bank at about 4.00 PM and assaulted the senior Executives of the Bank including Servshri Sakir Ali Khan Secretary to Chairman, Sh. O.N. Khajuria, General Manager (Operation) as well as his personal security officer. They broke the furniture in the office and tore the valuation records of the Bank and totally finished the working. The executive were in fact shocked to see that the P.S.O. of the General Manager (Operation) was beaten and the General Manager (Operation) himself was abused and needless to say used most unparliamentary language. In the aforesaid circumstances the management seriously considered the entire issue and settled state of the functioning of the bank even the D.G.M. made the reporting which is Annexure M-IV and finding no alternative management took the decision to move against the workman under para 522 (1) of Sastri Award and their services were accordingly terminated in the best interest of the bank in the circumstances mentioned above. In the above circumstances the bank has a right to put an end to the services of the workmen in the said manner is a recognized and established right. According to the management bank and their employees union both. This provision of para 522(1) has a force and these provisions are also applicable on both the parties and also recognized by the bank union. It is also requested in para 3 of the written statement by the bank that if for any reason in case

this Hon'ble Court by any stretch of imagination so desire or alternatively hold the opinion that further enquiry and leading of evidence was necessary, the management reserves the right to lead evidence and for that contingency prays for affording an opportunity to lead evidence and prove these facts before the Hon'ble Court in an appropriate manner. On merits also the management denied the claim of the workman.

9. Workmen filed replication to the written statement and in replication the workmen reiterated the stand taken in the claim statement and stated also that FIR was false and no such incident had occurred.

10. Workmen in evidence to prove their claim statement appeared as WW1 besides also filed their affidavit in evidence as Ex W1. All workmen submitted that when they were posted in the branch office of Town Hall the management terminated their services on 19-3-1994 without holding any enquiry, without serving charge sheet and without giving any show cause notice and as such the termination order is violative of principle of natural justice. It is also submitted in the affidavit that workman Pushpinder was the Vice President of the J&K Bank Employees Association (Regd.) and K.D. Singh was also Vice-President, Ram Pal Dhotra was the Central Committee Member of the Union, Sham Sunder Khullar was the General Secretary of the Union and Sudhir Gupta was the Treasurer of the Union.

11. Management in evidence produced four witnesses. They are MW1 Mr. Samas Farooq, Manager, MW2 O.N. Khajuria, retired General Manager of the Bank, MW3 Sakir Ali Khan, D.G.M. J&K Bank and MW4 Mr. Jagdish Mitter Sharma, Ex-D.G.M. of the bank.

12. Detailed final arguments heard advanced by Learned counsel of both the parties. It is submitted by both the counsel that both parties tendered evidence to prove the reference on merits also. Both the parties also filed written argument whereas workmen beside written argument were also filed additional arguments and also referred the law. Learned counsel for the workmen submitted that workmen were member of the J&K Bank Employees Association recognized by the bank and they were the office bearer of the union as mentioned in their affidavits. The association submitted a charter of demand and had been holding peaceful demonstration for redressal of their grievances. The respondent bank insisted upon the petitioner to abandon the trade union activities and not to press their union activities. The bank falsely alleged that on 17-3-94 a number of workmen entered the divisional office of the bank at Jammu after working hours and assaulted the senior executive officers of the bank namely S/Shri Sakir Ali Khan, O.N. Khajuria and his personal security officer. It was also alleged that they broken the furniture of the office and torn the valuable record of the bank and that General Manager Sh. O.N. Khajuria was actually beaten by the workmen and workmen further used unparliamentary language and filthy abuses. The alleged occurrence was

reported to the police of Police Station, City Jammu and FIR was registered. It was not lodged either by Sakir Ali Khan or by Sh. O.N.Khajuria but by Sh. J.M.Sharma D.G.M. who had no personal knowledge. Therefore, FIR was false and just to punish the workmen bank resorted to the provisions of para 522 of the Sastri Award.

13. In written argument it is again submitted that the reference made is Whether the action of the management of Jammu & Kashmir Bank Ltd. in terminating the services of Sh.Pushpinder Singh Clerk-cum-Cashier in B.O.Town Hall Branch under provisions of Sec. 522(1) Shastri Award is legal and justified? If not, to what relief the workman is entitled to?

14. It is further submitted by the Ld. counsel of all workmen that provision of Sastri Award are not binding but even if are binding, bank has miserably failed to prove that the termination of the workman is justified under provision of Para 522 (1) of Sastri Award as well as provisions of I.D. Act. Witnesses of the bank have made contradictions in their statement in evidence and also before the criminal court in trial and therefore Ld. Trial, court in criminal case against the workmen all were acquitted from the criminal charge. He also submitted that in view of the law referred by him in 1985(2) S.C.C. page 727, Hon'ble Supreme Court has held that where services are terminated on account of certain misconduct, effect is deemed stigma in the absence of domestic enquiry. Similarly in 1987(I) SCC 146, the Hon'ble Supreme Court has held that where services were terminated on the ground of loss of confidence, without holding of domestic enquiry, the order of termination, action of the management is illegal and without jurisdiction.

15. It is also submitted that in view of AIR 1984 (1) S.C. page 509 wherein the Hon'ble Supreme Court has held that where termination is illegal, the workman is not only entitled for reinstatement but all other consequential benefits. In addition to written submission, workmen also submitted that the Hon'ble Court is to decide. (i) whether order of termination was a punishment, (ii) whether there was any necessity of holding domestic enquiry before termination in view of provisions of para 521 of Sastri Award. He also referred to 1980-ILLJ222 Managing/ Director UP Warehousing Corporation Vs. Vijay Narain Vajpayee wherein Hon'ble Supreme Court has declared that although article 311 may not apply to persons who are holders of civil posts, once the principles of natural justice are treated as applicable, the employer will have to make an enquiry in accordance with rules. It was also held by the Hon'ble Supreme Court in several cases that where termination of service is stated to be simpliciter, the court must lift the veil. As there is no charge sheet, the bank authorities are not entitled to inflict the major punishment of termination of services by invoking the para 522 (1) of the Sastri Award. Bank should have issued chargesheet & should have enquired the misconduct as per Sastri Award para 521. Termination in all probabilities is unjust and illegal. It is submitted by the workmen advocate that the references

may be decided in favour of the workman and workmen may be ordered to be reinstated in service with full back wages.

16. In reply to the above learned counsel for the management submitted in reply that Zonal Officer of the Bank is at Jammu where a group of persons including the five workmen entered the office of General Manager and humiliated and misbehaved. An FIR was lodged in Police Station Jammu. It is also submitted that the date of incident is 17-3-1994, the date of termination is 19-3-1994 and the date of FIR is 22-3-1994. He submitted that management to prove the incidence, examined four witness, whereas the workman examined only one witness that too himself. In written arguments management submitted that workman named above with their supporters committed acts which were prejudicial to the interests of the Bank in as much as they humiliated and confined the senior functionaries and officials of the Bank by defying all norms of discipline, courtesy and office functioning. The petitioners damaged and destroyed the property of the Bank as well. This they did by exceeding all norms. The atmosphere and the discipline amongst other workmen of the Bank was nose-dived. This indiscipline on the part of the petitioner/ workmen had far reaching consequences. It proved detrimental to the interest of the Bank in particular and to the customers of the Bank in general. The conduct of the petitioners and their so called leaders posed a grave threat to the functioning of the Bank. The terror of the petitioners was so tremendous and prevailed everywhere that unless and until the services of these employees were terminated the Bank could not have been able to effectively resumes its functions. In this scenario the management of the Bank considered the entire issue and found itself with no alternative but to dispense with the services of the petitioners. The Bank had lost confidence in the petitioners and in the larger interests of the institution decided to remove them.

17. It is further submitted that the services of the petitioners in question were dispensed with under clause 522 (1) of Sastri Award, which governed their service conditions. It is important to submit that the trade union activities by no stretch of imagination call for resorting to indiscipline humiliating and confining officers and damaging the property of the employer. Further after the termination of the petitioners the industrial atmosphere in the respondent Bank has improved by leaps and bounds and the industrial relationship between the workmen, their union and the management has reached a new high which proves that the termination of petitioners was timely and justified. The petitioners have vainly tried to improve their case by projecting a story in their written submissions, which is far from truth. It is concoction that the management of the Bank insisted upon the petitioners to abandon their trade union activities and compelled them not to press for the demand of the Bank employees. It is all afterthought.

18. In addition to resorting to clause 522(1) of Sastri Award, an FIR was lodged against the petitioners of the

incident of 17-3-1994 on 22-3-1994. Orally the learned counsel for the bank submitted that the terror and horror was such that even the sufferers were not ready to say anything. It is also submitted that para 522 (1) does not attract the provisions of Section 25F of the I.D. Act 1947. He submitted that in written submission the bank management has reproduced the provisions and that its application of Sastri Award as under: It is humbly submitted that Bipartite Settlements, which govern the service conditions of employees of various Banks, originate from Sastri Award, Chapter 1 of Memorandum of Industrial Disputes between Certain Banking Companies and their Workmen dated 19-10-1996 is reproduced hereunder:—

“1.1 The Parties are agreed that the provisions of the Award of the all India Industrial Tribunal presided over by Shri P. Sastri as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act 1955, the Industrial Disputes (Banking Companies) Decision amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal/presided over by Mr. Justice K.T. Desai in Reference No. 1 of 1960 which Award *inter alia* modifies certain provisions of the Sastri Award, shall govern the service conditions therein covered except to the extent that the same have been modified in this Settlement.

Subsequently on 20-3-1974 an agreement was arrived at between the Management of Jammu & Kashmir Bank Ltd. and the All India Bank Employees Association and the Workmen employees of the Jammu & Kashmir Bank Ltd., represented by the Jammu & Kashmir Bank Ltd. Employees Union Srinagar and Jammu & Kashmir Bank Employees Union Delhi in respect of demands of Jammu & Kashmir Bank Employees Union Delhi. In the said agreement it was agreed to extend the provisions of Bipartite Settlements dated 19-10-1966, 12-10-1970 and 8-11-1973 between the Indian Banks Association and All India Bank Employees Association with effect from 1-4-1974. A copy of the agreement is enclosed for ready reference.”

19. Therefore, it is crystal clear that the Sastri Award together with Desai Award and Bipartite Settlements do extend to the Jammu & Kashmir Bank Ltd. The respondent bank has acted upon the said Awards and Settlements since 1974. The employees union of which the petitioners were members of, has been a party to the agreement (supra) as such the said award and the agreements governed the service conditions of the petitioners and the respondents were justified in invoking the relevant provision of Sastri Award for dispensing with their services. The petitioners, it is submitted, are estopped under law to challenge the jurisdiction of the respondents in resorting to provision of

Sastri Award. Further, it is submitted that the provision of Sastri Award in general and clause Chapter IV clause 522(1) having stood the judicial scrutiny over a period of about 50 years and cannot be found fault with by the petitioners. The petitioners are bound by the said Award and by the orders of termination under clause 522(1).

20. It is important to submit here that the services of the petitioners were terminated under clause 522(1) of Sastri Award by giving three months pay in lieu of notice. The said pay of three months has been paid to them and utilized by them without any reservation of whatsoever kind till date. This aspect has no important bearing on the case inasmuch as the orders of termination of petitioners have been acted upon and assumed finality with afflux of time. The petitioners having utilized three months pay in lieu of notice have also *inter alia* put the seal of finality thereon. In this view of the matter the petitioners are legally estopped from challenging the legality of the impugned orders of termination. In view of the above provisions of para 522, termination was *simpli citer*, without any stigma and either three months notice or three months pay is to be given to the concerned workmen and the management fully complied with this provision of this Sastri Award.

21. He also submitted that provisions of para 521 of Sastri Award does not apply in the cases in hand. The management has taken action of dispensing with the services of the petitioners after taking into consideration facts and circumstances of their cases into account and with proper application of mind. The terror of these five persons was so tremendous and prevailed every where that unless and until the services of these persons were not done away with the Bank could not have been able to effectively resume the functions. The matter was widely publicized in news papers too. Other witnesses produced before the Tribunal have also proved the incident in totality which necessitated issuance of impugned termination orders. The workmen have vainly tried to interpret the evidence in the manner it suits them, taking out some sentences out of context and want this Tribunal to appreciate them in isolation. It is further submitted that provisions of para 522 (1) were invoked and not para 521. If the management wanted to take the disciplinary action for misconduct against the petitioners then it could have initiate departmental proceedings against them which if proved could result in their dismissal with stigma and without any benefits. It is further submitted that the employees terminated under clause 522 (1) or Sastri Award are entitled to terminal benefits i.e. Gratuity and Provident Fund under rules with pension benefit. The judgment of the Supreme Court in the Para under reply is not applicable to the facts and circumstances of the cases in hand and the law referred by the workmen is not applicable. It is also submitted that applicability or provisions made in Clause 522 (1) or Sastri Award are not denied by the workman. This provision itself empower the bank in such like situation to take action under clause 522(1) without holding any enquiry dispensing with the services of the workmen. The powers in 522(1) of

Sastri Award are independent and exclusive which requires no help from para 521 of Sastri Award.

22. Bank counsel also submitted that further bank has to led evidence to prove the misconduct/charge sucessfully by the oral evidence of four MWs besides documents that acts of all workmen as narrated by MWs are grave misconduct fully proved and on this count also the action is justified.

23. Learned counsel for bank submitted that in view of the above submissions of the bank the action of the bank in terminating the services of the workman under para 522(1) or under para 521 are just and legal.

24. He further submitted that the workman contention that bank cannot terminate their services even under clause 522 or Sastri Award without resorting to clause 521 or Sastri Award i.e. without holding departmental enquiry. He submitted that under para 522 if workman is discharged or disengaged, it is not stigma and he is entitled to benefits of retirement and in the situation departmental enquiry was held and he is held guilty, it amounts to stigma and not entitled for any relief. He submitted that there was a scare in the bank and other people cannot come to the rescue of General Manager and a terror spread in the bank, therefore, invoking provisions of para 522 is less harmful to the workmen and in favour of the workmen and also in favour of the bank and by disengaging the workmen terror situation which were out of control and work in the circumstances could not be restored was restored when all the above workmen were disengaged from work. The claim of the workmen that they were acquitted from a criminal charge and therefore, also entitled for reinstatement is also incorrect. It is also submitted that the management has led evidence to prove the termination by four witnesses of misconduct. It was proved by the management that the incident is not concocted but it is true one and to take any action, the Senior Officer has to decide to take any action, management is to be consulted and that is why patty delay of few days occurred. On the other hand workmen in their affidavit have said nothing that the incident is not true. They have not denied the incident and management proved the occurrence by producing four witnesses whereas the workman only produced themselves as witness. Further Ld. Advocate of Bank also submitted that bank and petitioner workmen had led complete evidence on merits and had lifted the veil where entire evidence on merits of the case of both parties was recorded. In case if it is held that enquiry was necessary before invoking paras under para 522 (1) Sastri Award then bank and workmen both have led their complete evidence on merits of the case and to prove the charge. Bank has prove its case also on merits by leading evidence of four witnesses of the occurrence and proved the reference in Bank's favour, therefore, the action of the management in terminating the services of the workmen under para 522 (1) is just and legal.

25. In view of the above submissions in writing and also oral submission in the court by the advocates of

the workmen and the management and my perusal of oral evidence of both parties and documents it is not disputed that workmen were terminated on 19-3-1994, whether it is a punishment termination simpliciter or that no action can be taken under clause 522(1) of Sastri Award without holding enquiry as per clause 521 of the Sastri Award. In this regard both the parties led oral evidence. Workmen examined themselves as his only witness whereas the bank examined four witnesses both parties cross-examined on oath witness of each other. In this regard, here I refer to 1960, I.L.L.J. page 222 a judgment of the Hon'ble Supreme Court of three Judges Bench in Chartered Bank Bombay Vs. Chartered Bank Employees' Union and another. It is based on the facts and law similar to the present case. The Hon'ble Supreme Court in the above referred judgment, by me, have held that services of a permanent workman terminated simpliciter in pursuance to the provisions of the relevant Standing Orders or the terms of his contract of employment on giving a notice or on payment of wages in lieu of such notice; industrial dispute relating to justification of such action of the employer referred to adjudication in Industrial Tribunal or Labour Court adjudicating such dispute if and when could interfere with the order of termination, employer if could refuse in such a case to disclose the circumstances under which the concerned workman was discharged or his services were terminated. In this case clauses 521 and 522(1) were referred. It is further held that there is no doubt that an employer cannot dispense with the services of a permanent employee by mere notice and claim that the industrial tribunal has no jurisdiction to inquire into the circumstances in which such termination or services simpliciter took place. It was of the opinion that even in a case of this kind the requirement of bona fides is essential and if the termination of services is a colourable exercise or the power or as a result of victimization or unfair labour practice, the industrial tribunal would have the jurisdiction to intervene and set aside such termination. The contention of the bank are that the incident which was widely published in the news papers and was talk of the Janmabhumi dated 17-3-1994, there was a terror in the respondent Bank and among its executive officers, staff and the public customer. Even for this incident FIR could not be lodged up to 22-3-1994 and was lodged after consultation among officers after five days and that too after the respondent bank after considering all aspects the interest of the workmen that their career may not be blotted and there may be no stigma in their character invoked powers u/s 522(1) of Sastri Award and their services were terminated dispensing with the enquiry in their conduct. It was also submitted that quality of proof in inquiry is different and in a trial before a criminal court proof required beyond shadow of reasonable doubt whereas this was not so in a domestic enquiry. But respondent bank while vehemently submitting that they rightly invoked the powers under clause 522(1) of the Sastri Award rather in the interest of the workmen and in the interest of the respondent bank and at the society at large entitling the workmen to get their retrial benefits like

gratuity etc. It was also contended why the learned counsel for the bank that in the circumstances if the learned Tribunal holds that domestic enquiry was essential before termination or that powers under clause 522(1) of the Sastry Award was used in a malafide intention of the bank, even at that stage in written statement itself, of the bank has requested to decide the conduct of the workman on merits and the bank to prove the misconduct of all workmen examined four witnesses and who also filed their affidavit and also proved document.

26. MWs except minor contradictions made in their deposition which they made after a long time, these witnesses proved the incident. On the other hand workmen all the five examined only one witness i.e. the workman himself and there is no corroboration of their version. At the same time these five workmen in their individual affidavits are totally silent regarding the incident. There is total silence whether such incident occurred or not. The affidavit filed by the workman in each case. And as per affidavit contention is that termination tantamount to retrenchment and that bank terminated their services on account of their trade union activities. All the five workmen filed their affidavit in their cases and all the affidavits are verbatim the same. I have found that as per oral evidence of the workman, and their affidavits they contended that the termination of their services is in violation of provisions of I.D. Act as well as against the spirit of clause 521(1) of Sastry Award.

27. After considering their detailed arguments oral, written and law referred by them, I have found that both the parties are in agreement that as bank to prove their case as just and legal and bank has tried to prove the incident of 17-3-1994 was most glaring and shocking incident was so serious, in the history of the bank when the workmen led by so called and self styled leaders including the present workmen are supposed to be protector of the institution turned to be invader, damaging and destroying the property of the bank and humiliating and confining the senior functionaries and officials of the bank in utter disregard of all canons of discipline, courtesy and the office functioning. The matter got wide publicity in the local circle and the press and the entire banking industry came under a shock. The atmosphere and discipline amongst the fellow workers came to rock bottom. The working of the bank especially in Jammu was effected miserably. There was a big commotion in the office of O.N. Khajuria, General manager.

28. The only denial has come of the workman in their evidence in their cross-examination about the incident. But in support of their contention there is no corroboration evidence of any other witness except the workmen. I have gone through the provisions of clause 522(1) of the Sastry Award as existence of this provision not disputed by the workman and their only objection is that although the termination letter is a termination simpliciter casting no stigma on the workman but it is based on some misconduct of the workman and therefore, it was as mandatory on the

part of the bank to hold enquiry. It is not challenged by the workman nor the competence to decide the matter under para 522 of Sastry Award is ultra vires. I have also found that while learned counsel for the workman was making submissions that how so grave may be the misconduct in all probability in all situation for even misconduct of a workman, bank is bound to take departmental action under 521 of the Sastry Award, but without denying the existence and applicability of 522 of the Sastry Award, this provision is not challenged by workmen and as per the bank the incident was so serious, most glaring and shocking in the history of the bank when the workmen led by so called and self styled leaders including the present workmen are supposed to be protector of the institution turned to be invader, damaging and destroying the property of the bank and humiliating and confining the senior functionaries and officials of the bank in utter disregard of all canons of discipline, courtesy and the office functioning. To meet such like situation, the provision under para 522(1) was made and therefore, the only option left with the bank even in the interest of workmen also to invoke the provisions of clause 522 and therefore, their services were terminated 'without casting any stigma and it is very much clear from the termination letter itself.

29. But the contentions of the workmen are simply that in all misconduct, may be under para 522(1) departmental enquiry as laid down under clause 521 is to be conducted by the bank and provisions of clause 522(1) are not attracted and wrongly invoked the provisions against the workman just to get rid of them due to their trade union activities. But if the contention of the workmen advocate are accepted, then there is no situation which attract the provisions of clause 522(1) of Sastry Award and this provision is a waste provision existing in the Sastry Award. Learned counsel for the workman also contended that the order of termination of workmen is a matter of punishment and there was necessity of enquiry before terminating in view of the provisions of para 522 of the Sastry Award. There may be restrictions on the use of para 522 but it is a valid provision to meet such eventuality.

30. I have already discussed above that contentions of the learned counsel for the bank are that respondent bank has rightly invoked the provisions of para 522(1) and termination of the services of the workman are on two counts (a) that it was need of the hour and necessity of the situation and secondly in the interest of the workman as the termination order is worded in such a way that no situation can be read or take on as a punishment and cause no stigma on workmen.

31. Further it is not disputed that both the parties led oral evidence and proved documents to prove their case also on merits that is to prove/disprove the charges.

32. In view of the arguments and evidence brought on record and submissions of the learned counsels for both the parties, I am of the considered view that workman led no corroborating evidence in support of their claim and

that no such incident as described by the bank ever took place except the action of bank i.e. order of termination to stop them to take part in union activities. Further I am of the considered view that the provisions of para 522(1) Sastri Award are applicable and the incidence as described by the Bank in the court took place, despite their acquittal in criminal court on benefit of doubts, as acquittal on benefit of doubt, decree or guilt of proof in enquiry is different from trial before a criminal court where in the criminal court, proof is required to hold guilty, beyond shadow of reasonable doubts whereas this was not so in domestic enquiry. Workman has produced only one witness that is workman himself & there is no corroboration to their evidence. Even in their affidavits in evidence they are silent on the point of their grave misconduct on 17-3-94 as alleged by bank. Therefore, there was no necessity or holding any domestic enquiry before termination of services of the workman under provisions of clause 522(1) of the Sastri Award in not holding any enquiry, as such situation warrants. As regard order of termination of the workmen was as a matter of punishment. I have found that bare reading of the termination letter of all the workmen, I have found that it gives no sign to think that the order of termination is casting any stigma or that it is by way of punishment. It is also not proved that it is a colorable exercise of power nor alleged so by workmen.

33. Further as regard contention of learned counsel for the workman that before terminating the services of the workman enquiry is must, as per clause 521 of Sastri Award even action is to be resorted - under para 522 and as described by the bank in their written statement and in oral arguments that even in case the learned Tribunal came to the conclusion that enquiry was necessary before termination of their services, in arguments learned counsel for the bank further submitted that bank had led the evidence of four witnesses MW1 Samas Farooq, MW2 O.N. Khajuria, MW3 Sakir Ali Khan and MW4 Jagdish Mittar, who fully proved the gravity of the situation and gravity of the incident that it caused terror, which necessitated & compelled the bank to invoke the powers under para 522 of Sastri Award. He also contended that ratio of proving in a criminal case or as in a case like in this Tribunal is quite different. In a criminal case, prosecution to get a conviction / punishment rigorous has to prove its case beyond reasonable doubts. But it is not so before this tribunal and in this court when workman has not said a word regarding the denial of the incident and that bank besides proved its contentions that provisions of 522(1) brought evidence were rightly invoked, the bank has proved that act of termination of service was necessity and services of the workmen were rightly terminated.

34. In view of my above considered view taken regarding applicability of para 522 Sastri Award I am further of the view & hold that Bank has proved that workmen committed grave misconduct on 17-3-94 when they entered in the office for G.M for invoking the provisions of 522(1) of Sastri Award. I have also held and decided on another contention/plea of workmen that enquiry is to be held which

can be held by the Court also and was held and both parties led oral and documentary evidence.

35. Therefore, in view of the above discussion above I further hold that bank has successfully proved that the action of the workmen/petitioner on above incidence occurred at 4 PM on 17-3-1994 at Jammu office of the bank was most glaring and shocking /grave and bank also by oral evidence and documents, bank proved the above charges of grave misconduct against all above workmen in the court. Therefore the bank succeeded to prove that even in case of enquiry held by this court, bank successfully proved the charge of above grave misconduct also.

36. In the end, bank successfully proved the reference in his favour that action of management or J&K Bank Ltd. in terminating the services of workmen in B.O. Town Hall Branch under provisions or para 522(1) Sastri Award is just and legal and also workmen could not prove in their favour. Therefore, workmen also not entitled to any relief. The references are disposed of. Central Govt. be informed. Files be consigned to record. A copy of this award be also placed in each of the five cases.

Chandigarh. RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2006

का.आ 5080.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार डेल्टा एअर लाइंस के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम व्यायालय मुम्बई-I के पंचाट (संदर्भ संख्या 32/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-12-2006 को प्राप्त हुआ था।

[सं. एल-11012/51/2001-आई.आर (सी-1)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2006

S.O. 5080.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2006) of the Central Government Industrial Tribunal/Labour Court Mumbai-I now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Delta Air Lines and their workman, which was received by the Central Government on 01-12-2006.

[No. L-11012/51/2001-IR (C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

PRESENT

JUSTICE GHANSHYAM DASS, Presiding Officer

Reference No. CGIT-32 of 2006

Parties : Employers in relation to the management of M/s. Delta Airlines

And

Their workmen.

APPEARANCES

For the Management : Mr. G. S. Shetty, Adv.

For the Association : Mr. R. B. Chavan, Adv.

State : Shri Leo D'Souza, President, Maharashtra

Mumbai dated the 21st day of November, 2006.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-11012/51/2001-IR(C-I) dated 26/9/2006. The terms of reference given in the schedule are as follows:

(1) Whether the stand of the management of M/s. Delta Airlines that the 15 cabin Attendants have been transferred to Bombay Office upon closure of Delhi Office and not reemployment after retrenchment, is correct. If yes, whether this action is fair and legal?

(2) Whether the stand of the management of M/s. Delta Airlines that there is no change of service conditions for the Cabin Attendants already employed in Bombay office upon fixing inter-se-seniority of such workman and those transferred from Delhi Office is correct. If yes, whether this action is fair and legal?

(3) Whether the criteria adopted for fixing inter-se-seniority of the two sets of Cabin Attendants is just, fair, as per existing Rules and/or practice?

(4) Whether the demand of the Union for the deduction of 3% from the arrears, arising out of settlement dated 12-12-86, payable to all employees towards the Union Fund is legal and justified?

2. The matter came up for hearing today before me.

The Hind Party has moved an application with a request that the Hind Party does not wish to prosecute the reference further in view of the fact that the parties have resolved the issue and hence the reference may be disposed of.

3. This application is not opposed to by the Advocate for the 1st Party.

4. In this circumstance, the reference is dismissed.

5. An Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2006

का.आ 5081.—ऑर्डोरिंग विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डेल्टा एअर लाइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑर्डोरिंग विवाद में केन्द्रीय सरकार और्डोरिंग

अधिकरण/श्रम न्यायालय मुम्बई-I के पंचाट (संदर्भ संख्या 64/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-12-2006 को प्राप्त हुआ था।

[सं. एल-11012/51/2001-आई.आर(सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2006

S.O. 5081.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2003) of the Central Government Industrial Tribunal/Labour Court Mumbai-I now as shown in the annexure in industrial dispute between the employers in relation to the management of Delta Air Lines and their workman, which was received by the Central Government on 01-12-2006.

[No. L-11012/51/2001-IR (C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL NO. 1,

MUMBAI

PRESENT

JUSTICE GHANSHYAM DASS, Presiding Officer

Reference No. CGIT-64 of 2003

Parties : Employers in relation to the management of M/s. Delta Airlines

And

Their workmen.

APPEARANCES

For the Management : Mr. G. S. Shetty, Adv.

For the Association : Mr. R. B. Chavan, Adv.

State : Shri Leo D'Souza, President, Maharashtra

Mumbai, dated the 20th day of November, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-11012/51/2001-IR(C-I) dated 10/11/2003. The terms of reference given in the schedule are as follows:

1. क्या मैसर्स डेल्टा एअर लाइंस का तर्क कि उनके दिल्ली कार्यालय के बंद होने पर उसमें कार्यरत 15 केबिन अटेंडेंट्स को मुम्बई स्थानांतरित किया गया है न कि उनकी छट्टनी के प्रश्नात् पुनः सेवा यापन का लाभ दिया गया है, सही है। यदि हां तो क्या यह कार्यवाही उचित एवं न्यायसंगत है?

2. क्या मैसर्स डेल्टा एअर लाइंस का तर्क कि दिल्ली में कार्यरत केबिन अटेंडेंट्स को मुम्बई स्थानांतरित किए जाने तथा उनकी अन्तर-वरिष्ठता स्थानांतरित किए जाने पर मुम्बई

में पहले से कार्यरत कर्मकारों की सेवा शर्तों पर कोई प्रभाव नहीं पहुंचा सकती है?

3. क्या मुम्बई में पहले से कार्यरत एवं दिल्ली से स्थानांतरित अधिकारी अटेंडेंस के दो बागों में अंतर-वरिचता नियमित किये जाने का आधार एवं मापदण्ड—व्यायामूर्ति, डिजिट एवं नियमों के अनुकूल है?

2. This reference was decided ex-parte vide Award dt. 13-1-2004 which was set aside by this Tribunal vide Order dt. 20-12-2005 in Misc. Application CGIT-4 of 2004. Consequently the reference was restored to its original number.

3. The matter came up for hearing today i.e. 20-11-2006. The Hind Party has moved an application with a request that the Hind Party does not wish to prosecute the reference further in view of the fact that the parties have resolved the issue and hence the reference may be disposed of.

4. This application is not opposed to by the Advocate for the 1st Party.

5. In this circumstance, the reference is dismissed.

6. An Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 20 दिसम्बर, 2006

का.आ. 5082.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की आरा-1 की उप-आरा (3) द्वारा प्रदत्त शब्दियों को प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा 01 जनवरी, 2007 को उस तारीख के रूप में नियत करती है, जिसको उस अधिनियम के

अध्याय-4 (44 वं 45 आरा के सिवाय जो पहले से उपलब्ध हो चुकी है) अध्याय-5 और 6 (आरा-76 की उपआरा (1) और 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) एवं उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रयुक्त होगा, अर्थात् :—

“नालगोण्डा जिले के कोदाढ़ मण्डल में स्थित कलमर बोर्डा, कोदाढ़, अनन्तगिरी, लक्मावरपु, गोन्डियाला, टी.बी. पालेम, खानपुरपु, गुडिबांडा, कापुगाल्लु तथा दोकुण्टा राजस्व गांव के सीमा के अंतर्गत सभी क्षेत्र।”

[सं. एस-38013/67/2006-एस. एस.-1]

एस. डॉ. जेवियर, अधर सचिव

New Delhi, the 20th December, 2006

S.O. 5082.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees's State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:—

“All the areas falling within the limits of Revenue Villages of Komarabonda, Kodad, Ananthagiri, Leknavaram, Gondriyala, T.B. Palem, Khanapuram, Gudibanda, Kapugallu and Dorakanta in Kodad Mandal in Nalgonda District.”

[No. S-38013/67/2006-S. S-1]

S. D. XAVIER, Under Secy.

